

***United States Court of Appeals
for the Second Circuit***



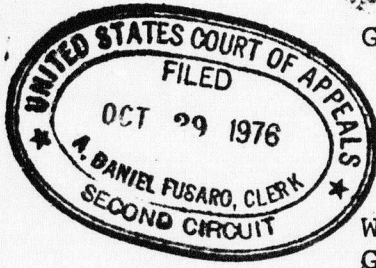
**APPELLEE'S
APPENDIX**

TO BE ARGUED BY
BRIAN D. STARER

IN THE UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

Docket # 76-7320

76-7320



GUNTER E. BIELEFELD,

Plaintiff-Appellant,

- against -

WALLENIUSREDERIERNA and KARL
GEUTHER & CO.,

Defendant-Appellees.

BPLS

On Appeal From the United States District Court for the
Southern District of New York

APPENDIX TO
BRIEF FOR APPELLEES
WALLENIUSREDERIERNA & KARL GEUTHER & CO.

HAIGHT, GARDNER, POOR & HAVENS
Attorneys for Appellees
One State Street Plaza
New York, New York 10004

M. E. DeORCHIS

BRIAN D. STARER

RONALD W. BJELLAND

Of Counsel

PAGINATION AS IN ORIGINAL COPY

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PROCEEDINGS

DATE	NR	
05-01-75	-1-	Filed complaint and issued summons.
05-16-75	-2-	Filed summons and Marshals return - served: Walleniusrederierna c/o Motorships Inc., agent by Mr. Frank / - 5-15-75 Ingenito Motorships, Inc. by F. Ingenito - 5-13-75
06-30-75	-3-	Filed notice of appearance by deft.
06-26-75	-4-	Filed plaintiffs motion for default judgment.
07-01-75	-5-	Filed ANSWER of deft.
07-11-75	-6-	Filed defts notice to take depositions of pltf. by Presidents or Vice-Pres. on 7-30-75 and request to produce.
07-24-75	-7-	Filed pltf's notice of written deposition before trial of deft. Karl Geuther & Co.
07-24-75	-8-	Filed pltf's notice of written deposition before trial of deft. Walleniusrederierna
08-28-75	-9-	Filed stip. and order that the time of deft. to object to interrog. is ext. to 9-25-75. -- Werker, J.
09-26-75	10	Filed deft. Karl Geuther & Co.'s answers to interrog. by pltf.
09-26-75	11	Filed deft. Walleniusrederierna's answers to interrog. of pltf.
12-10-75	12	Filed pltf's. affdt. and notice of motion for an order compelling defts. to produce requested documents and answers (no return date)
12-10-75	13	Filed pltf's. memorandum of law in opposition to defts. motion to dismiss.
12-10-75	14	Filed pltf's. notice to take deposition of deft. Karl Geuther & Co.
12-10-75	15	Filed pltf's. notice to take deposition of deft. Walleniusrederierna.
01-08-76	16	Filed defts. answering affdvt. of Brian D. Storer in re motion to compel.
01-07-76	17	Filed stip. and order adj. motion for further discovery to 1-19-76 -- Werker, J.
01-16-76	18	Filed plaintiffs statement in form of letter to Judge Werker dated 1-15-76. (with copy of confrontation-exhibit attached.)
01-23-76	19	Filed defts affdvt. and notice of motion for an order dismissing complaint and quashing subp. - ret. 2-9-76
01-23-76	20	Filed defts memorandum in support of above motion.
06-11-76	21	Filed OPINION #44563. For reasons stated herein, the complaint is dismissed with prejudice. The plaintiffs motion to compel answers to certain interrog. is mooted by the foregoing dismissal. So ordered. Werker, J. m/n by pro-se Clerk
07-02-76	22	Filed plaintiffs notice of appeal to the USC for the 2nd Circuit from order of 6-10-76 -- copy mailed to Haight Gardner Loon & Havens Esqs.
07-12-76	23	Filed letter and "Free Translation" of partnership contract, dated February 24-76, from plaintiff to Judge Werker.
07-12-76	24	Filed plaintiff's Memorandum in answer to defts' motion for dismissal (received in chambers on February 9-76).
07-15-76	25	Filed notice that the record on appeal has been certified and transmitted to the USCA for the 2nd Circuit.

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In April 1973 - 10 years had passed since the invoicing - the Plaintiff personally called on the office of Wallenius-rederierna in Stockholm, at which meeting the Plaintiff was promised that they would check their books in order to establish whether any of the missing Invoices had been recorded. As a result of this meeting the Plaintiff received a letter from the Defendant Walleniusrederierna, dated May 10, 1973, which gave the Plaintiff the first evidence of the existence and the whereabouts of the Invoices. It also disclosed that the Defendant Walleniusrederierna had paid all of these Invoices to the Defendant Geuther, a fact which both Defendants had successfully concealed during all those years.

Subsequently the Plaintiff wrote to both Defendants and demanded payment. The Defendant Walleniusrederierna replied that he had already paid the Defendant Geuther and therefore did not wish to pay twice. The Defendant Geuther replied the matter had been settled by the waiver given in 1971.

Both Defendants are unwilling to pay . The Plaintiff believes he has exhausted all means to obtain settlement and to sue them is his last recourse.

Second Statement: This Court has jurisdiction due to the amount claimed, being in excess of US\$10,000 , and the diversity of citizenship involved. The Plaintiff, an American Citizen, resides in the State of New York. The fraud took place in Sweden and/or Germany. The Defendants reside in Sweden and Germany, respectively.

Third Statement: Plaintiff

Gunter E. Bielefeld
17 East Woodbine Drive
Freeport N.Y. 11520

Fourth Statement: Defendants

Walleniusrederierna)
Swedenborgsgatan 2)
P. O. Box 17086)
104 62 Stockholm 17)
Sweden)

and

Karl Geuther & Co.)
Martinistrasse 58)
P. O. Box 1924)
28 Bremen)
Fed.Rep.of West Germany)

*no only
Wallenius*

) Both Defendants are
) represented in New York
) by the associated firm
) of
) Motorships, Inc.
) 17 Battery Place
) Room 1229
) New York N.Y. 10004

Fifth Statement: The Plaintiff seeks payment, from either Defendant, in the amount of US\$22,462.03 plus interest, plus damages to cover inflation, travel expenses and time and effort lost in dedication to this cause, the ill effects experienced by the Plaintiff in not having these funds when they were due and needed for the continuity of his business, as well as punitive damages in the sum of US\$100,000.00.

Sworn to before me this

27 day of April, 1975

Fred R. Heaslip

FREDERICK R. HEASLIP
Notary Public, State of New York
No. 24-6824750
Qualified in Kings County
Comm. Expires March 30, 1976

Gunter E. Bielefeld
Plaintiff

3.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X

GUNTER E. BIELEFELD,

Plaintiff,

-against-

WALLENIUSREDERIERNA and KARL
GEUTHER & CO.,

Defendants.

----- X

ANSWER TO COMPLAINT

75 Civil 2065 HFW

FILE COPY	
HAIGHT, GARDNER, POOR & HAVENS	NEW YORK
ONE STATE STREET PLAZA	
7/1/75	
ENTERED	

BY: RED

NGH

Defendants, Walleniusrederierna and Karl

Geuther & Co., by their attorneys, Haight, Gardner, Poor & Havens alleges upon information and belief as follows:

FIRST: Denies each and every allegation contained in plaintiff's FIRST STATEMENT (1) and (2)

SECOND: Defendant admits that they are a foreign corporation organized and existing under and pursuant to the laws of Sweden and the Federal Republic of West Germany respectively, but except as specifically admitted denies knowledge or information sufficient to form a belief or to allegations contained in the SECOND STATEMENT of the Complaint.

THIRD: Denies knowledge or information sufficient to form a belief as to any of the allegations contained in the THIRD STATEMENT of the Complaint.

FOURTH: Admits the allegations of the FOURTH STATEMENT.

FIFTH: Denies each and every allegation contained in plaintiff's FIFTH STATEMENT of the Complaint.

FURTHER ANSWERING THE COMPLAINT AND FOR A FIRST SEPARATE AND COMPLETE DEFENSE THERETO, DEFENDANT WALLENIUS-REDERIERNA & KARL GEUTHER & CO. ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

*Answered 1/4
7/1/75
NGH*

*FILED
July 1, 1975
EB.*

SIXTH: Repeats and realleges each and every admission, denial and denial of knowledge or information contained in paragraph FIRST through FIFTH of this Answer with the same force and effect as if set forth herein at length.

SEVENTH: Plaintiff has failed to state a cause of action against either defendant, singly or jointly.

FURTHER ANSWERING THE COMPLAINT AND
FOR A SECOND SEPARATE AND COMPLETE
DEFENSE THERETO, DEFENDANT WALLENIUS
REDERIENA & KARL GEUTHER & CO. ALLEGES
UPON INFORMATION AND BELIEF AS FOLLOWS:

EIGHTH: Repeats and realleges each and every admission, denial and denial of knowledge or information contained in paragraph FIRST through FIFTH of this Answer with the same force and effect as if set forth herein at length.

NINTH: That the Court has no jurisdiction over the defendants as no proper service of process was made upon either defendant.

FURTHER ANSWERING THE COMPLAINT AND FOR A THIRD SEPARATE AND COMPLETE DEFENSE THERETO, DEFENDANT WALLENIUS-REDERIARNA & KARL GEUTHER & CO. ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

TENTH: Repeats and realleges each and every admission, denial and denial of knowledge or information contained in paragraph FIRST through FIFTH of this Answer with the same force and effect as if set forth herein at length.

ELEVENTH: This action should be dismissed or transferred as it was brought in an improper forum and the venue is improper.

FURTHER ANSWERING THE COMPLAINT AND FOR A FOURTH SEPARATE AND COMPLETE DEFENSE THERETO, DEFENDANT WALLENIUS

REDERIerna & KARL GEUTHER & CO. ALLEGES
UPON INFORMATION AND BELIEF AS FOLLOWS:

TWELFTH: Repeats and realleges each and every admission, denial and denial of knowledge or information contained in paragraphs FIRST through FIFTH of this Answer with the same force and effect as if set forth herein at length.

THIRTEENTH: That any causes of action relating to sum or sums of money owed by defendants to plaintiff, which defendants deny, are long since barred by the applicable statute of limitations.

FURTHER ANSWERING THE COMPLAINT AND
FOR A FIFTH SEPARATE AND COMPLETE
DEFENSE THERETO, DEFENDANT WALLENIUS-
REDERIerna & KARL GEUTHER & CO. ALLEGES
UPON INFORMATION AND BELIEF AS FOLLOWS:

FOURTEENTH: Repeats and realleges each and every admission, denial and denial of knowledge or information contained in paragraphs FIRST through FIFTH of this Answer with the same force and effect as if set forth herein at length.

FIFTEENTH: That any sum or sums owed by defendants as alleged in the Complaint which defendants deny, have been long since disposed of by accord and satisfaction.

WHEREFORE, defendants Walleniusrederierna and Karl Geuther & Co., demand judgment dismissing the complaint herein, together with costs and disbursements of this action.

Yours, etc.,

HAIGHT, GARDNER, POOR & HAVENS
Attorneys for Walleniusrederierna
and Karl Geuther & Co.

By

Stephen K. Carr
A Member of the Firm
One State Street Plaza
New York, New York 10004

TO: GUNTER E. BIELEFELD
17 East Woodbine Drive
Freeport, N.Y. 11520

SUMMONS IN A CIVIL ACTION

(Formerly D. C. Form No. 45a Rev. 10-1-61)

United States District Court

FOR THE

SOUTHERN DISTRICT OF NEW YORK

75 CIV. 2065

JUDGE WERKER

CIVIL ACTION FILE NO. _____

GUNTER E. BIELEFELD

Plaintiff

v.

WALLENIUS REGIERNA

AND

KARL GEUTHER & CO.

Defendant

FILE COPY
HAIGHT, GARDNER, POOR & HAVENS
ONE STATE STREET PLAZA NEW YORK
7/1/75
ENTERED

BY: REG

NGH

SUMMONS

To the above named Defendant :

You are hereby summoned and required to serve upon

GUNTER E. BIGLEFELD

(PRO SE)
plaintiff's attorney , whose address

17 EAST WOODBINE DRIVE
FREEPORT, N.Y. 11520

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

RAYMOND F. BURGHARDT

Clerk of Court.

F. P. Coalbaker

Deputy Clerk.

Date: May 1, 1975

[Seal of Court]

NOTE:—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

RECEIVED BY CLERK OF COURT

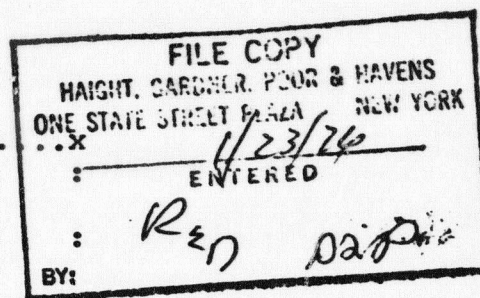
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

.....
GUNTER E. BIELEFELD,
Plaintiff,

- against -

WALLENIUSREDERIERNA and KARL
GEUTHER & CO.,

Defendants.
.....X



: NOTICE OF MOTION
: 75 Civ. 2065 (HFW)

S I R S :

PLEASE TAKE NOTICE that pursuant to Rule 12 of the Federal Rules of Civil Procedure, the undersigned, attorneys for Defendants, Walleniusrederierna and Karl Geuther & Co., will move this Court before the Honorable Henry F. Werker on the 9th day of February, 1976 at 10:00 A.M., or at such other time as the Court may direct in Room 129 of the United States Courthouse, Foley Square, New York, New York, for an Order dismissing the Complaint and quashing the Summons on the following grounds:

- (a) Expiration of Statute of Limitations;
- (b) Lack of jurisdiction over the subject matter and person;
- (c) Lack of requisite jurisdictional amount for diversity jurisdiction;
- (d) Improper and inconvenient forum;
- (e) Release and accord and satisfaction.

This motion is based upon the pleadings, the annexed Affidavit of Brian D. Starer, and the attached Memorandum of Law.

newly filed
1/23/76
D2P

PLEASE TAKE FURTHER NOTICE that answering
Affidavits, if any, are required to be received by the
undersigned on or before January 30, 1976.

Dated: New York, New York
January 22, 1976.

Yours, etc.,

HAIGHT, GARDNER, POOR & HAVENS
Attorneys for Defendants

By

M.E. D'Agostino
S/ [Signature]

A Member of the Firm
One State Street Plaza
New York, N. Y. 10004

TO: GUNTER E. BIELEFELD
c/o U.S.A. Steamship Agency, Inc.
111 Broadway
Suite #815
New York, New York 10006

3233-6
A-805

FILE COPY
RECEIVED, ORDERED BY
THE CLERK OF COURT
JUN 11 1976
U.S. DISTRICT COURT
S.D. N.Y.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GUNTER E. BIELEFELD,

Plaintiff,

- against -

WALLENIUSREDERIERNA and KARL
GEUTHER & CO.,

Defendants.

OPINION

75 Civ. 2065 (HFW)

44563

HENRY F. WERKER, D. J.

While we are oversolicitous of pro se plaintiffs in civil actions and take pains to see that their rights are protected, some cases try the patience of the court for the simple reason that they do not belong here. This is one of those cases.

Here the plaintiff sues to recover \$22,462.03 which is alleged to be due and owing to a Brazilian ship agency, Bielefeld & Cia Ltda ("Bielefeld") by defendants. Defendant Walleniusrederierna ("Wallenius") is a Swedish corporation operating, owning and chartering merchant vessels. Defendant Geuther is the general agent in Germany for Wallenius and managing owners of the Wallenius' German fleet. They were also the general agents in Europe for Companhia Brasileira de Navegao Intercontinental ("CBNI"), a Brazilian steamship liner service. CBNI was a Brazilian time charterer with the right to discharge and load cargo in Brazilian ports and operated a liner service between Brazil and Europe. CBNI had its office in Brazil and nominated all agents in Brazil directly. In Europe such functions were handled by Geuther. Bielefeld was nominated by CBNI as agents for the Brazilian ports of Santos, Port Alegre and Rio Grande. It was

reimbursed directly by CBNI for port dues, agency commission and other costs accruing in connection with the liner service. Geuther reimbursed Bielefeld & Cia Ltda for any outlays on behalf of the owners against original and signed vouchers. Wallenius in turn received statements of account from Geuther covering the owner's expenses. Freight commissions earned by Bielefeld were billed to and paid by CBNI.

Wallenius had no contact with the Brazilian agent and Bielefeld had very little relationship with Wallenius. CBNI had its own office staff and did the accounting and bookkeeping of that company. Geuther did not check, audit or inspect CBNI's books. A dispute arose as to outstanding accounts in or about February 15, 1963 when Bielefeld wrote to CBNI with copy to Geuther concerning its confusion as to accounts since the new agent for CBNI had been furnished by Bielefeld with claims documents. Bielefeld's contract as agent terminated at the end of 1963. The last statement received by Geuther from Bielefeld was dated November 20, 1964 covering items in 1962, 1963 and 1964 and indicated a balance in Bielefeld's favor of \$5,764.14. Geuther disputed this claim and by statement dated November 28, 1964 showed a balance in Bielefeld's favor in the amount of \$891.21. On March 18, 1969, 4½ years after this exchange Bielefeld made claim against Geuther for commissions and disbursements as well as the \$891.21 in the total amount of \$19,263.24. In the interim Bielefeld had attached funds of CBNI in Brazil which were subsequently released by the court as the result of Geuther disclaiming any interest in the funds. On December 9, 1970 an attorney in Bremen, Germany made claim on behalf of Bielefeld for the same \$19,263.24. Bielefeld was apparently advised and declared in several communications that this claim was time-barred and as a result settled all outstanding claims excepting one of \$4,000.00 for \$891.21 plus interest in the amount of 5% through his attorney in

Bremen by letter dated July 23, 1971. This action was commenced in this court in 1975 upon the basis that the fraud of the defendants caused him to settle since they were aware of the outstanding bills but would not admit to their existence until sometime in 1973. Mr. Bielefeld, the plaintiff here, represents himself as the successor in interest to Bielefeld & Cia Ltda and together with his wife as the sole owners of that company. CBNI is apparently insolvent. Mr. Bielefeld moved to the United States in 1968 and to New York State in 1974.

From the foregoing recitation which is only the "tip of the iceberg," it is abundantly clear that this action should be dismissed for forum non conveniens reasons. C. Wright and A. Miller, Federal Practice and Procedure § 1352 (1969). The doctrine of forum non conveniens may be applied to dismiss a suit when "the convenience of the parties and the ends of justice weigh heavily against retention of jurisdiction." Fitzgerald v. Texaco, Inc., 521 F.2d 448 (2d Cir. 1975), cert. denied, 44 U.S.L.W. 3398 (U.S. Jan. 12, 1976). Accord, Gulf Oil Corp. v. Gilbert, 330 U.S. 501 (1974). The accounting records involved are located in Brazil, Germany and perhaps to some extent in Sweden. None of the defendants have had any contact during the material periods with New York. The laws applicable to the various issues which are apparent are the laws of Brazil and Germany. The fact that plaintiff is presently a resident of New York is completely fortuitous. During the period 1968-1974 he was a resident of Ohio.

Neither New York nor Federal decisional law requires the maintenance of the action in this jurisdiction solely by reason of plaintiff's residence. New York and federal law are in agreement on the subject of the doctrine of forum non conveniens. Olympic Corp. v. Societe Generale, 462 F.2d 376, 378 (2d Cir. 1972). The plaintiff's residence is only one of the factors to be considered. Silver v. Great American Insurance Co., 29 N.Y.2d 356, 278 N.E.2d 619,

328 N.Y.S.2d 398 (1972). The witnesses to be produced in this case will all be in Germany and/or in Brazil.

Moreover, based upon New York law there is every doubt that this claim is now viable since it is based upon the contract between CBNI and plaintiff's company and or Geuther. The New York statute of limitations in a contract action is six years. CPLR 213(2) (McKinney 1972). Plaintiff's claim that the statute of limitation for fraud should apply seems to be without merit. The documents relied upon by plaintiff (attached to his memorandum in opposition to defendants' motion to dismiss) to support his claim of fraud do not reveal any fraudulent concealment of any invoices that would show sums advanced by plaintiff on behalf of defendants.

For the foregoing reasons the complaint is dismissed with prejudice.

The plaintiff's motion to compel answers to certain interrogatories is mooted by the foregoing dismissal.

SO ORDERED.

DATED: New York, New York
June 10, 1976

Henry F. Wecker
U. S. D. J.

DeO, BDS
3233-6

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Plaintiff: GUNTER E. BIELEFELD

vs.

Defendants: WALLENIUSREDERIERNA
and
KARL GEUTHER & CO.

75 CIV. 2065 (HFW)

FILE COPY
HAIGHT, GARDNER, POOR & HAVENS
ONE STATE STREET PLAZA NEW YORK
7-14-76
ENTERED
RED
BY: PR

NOTICE OF APPEAL

TO

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

Notice is hereby given that Plaintiff above named, hereby appeals to
the United States Court of Appeals for the Second Circuit from the
ORDER of the Honorable U.S.D.J. Henry F. Werker, dated June 10, 1976.

[Signature]
Plaintiff - Pro-Se

Address: c/o U.S.A. Steamship Agency, Inc.
111 Broadway, Suite 815
New York, N.Y. 10006

Notice and copy to: Messrs.

Haight, Gardner, Poor & Havens
Attention: Mr. Brian D. Starer
One State Street Plaza
New York, N.Y. 10004



COMPANHIA BRASILEIRA DE NAVEGAÇÃO INTERCONTINENTAL
LINHA REGULAR RIO DA PRATA-BRASIL-EUROPA

END. TELEGRÁFICO: "CEBENI"
CODIGO: NEW BOE

RUA DOM GERARDO, 46-102 ANDAR
TEL. 23-1210

RIO DE JANEIRO

Messrs.
Bielefeld & Cia. Ltda.
P.O. Box 6182
São Paulo /BRAZIL
=====

27 MAR 1952

Dear Sirs,

Re: General Agency
Companhia Brasileira de Navegação
Intercontinental, Rio de Janeiro

Following previous discussions concerning the inauguration of a regular Liner Service between Brazil and the Continent and vice versa, we are pleased to inform you that your Company is herewith appointed General Agent for Brazil. This appointment to be considered on adhoc basis and to become effective immediately.

In your capacity as General Agent you will be responsible for a smooth co-operation between all Port Agents, the appointment of which shall be made by us. Please name us the Port Agents for Porto Alegre and Rio Grande. It is understood that in Victoria Messrs. Servicios Marítimos Victoria Ltda. shall be appointed, whereas for the North Brazilian ports such as Belem, Fortaleza, Natal, Salvador, Ilheus, and Cabed lo no nomination was made so far, deciding later on as to what agents should be appointed.

For your information we are mentioning that the General Agents for Scandinavia and Finland are Messrs. Hansen & Bjerrum, Copenhagen, whereas Messrs. Karl Geuther & Co., Bremen, are General Agents for the Continent.

It is mutually agreed that the cancellation resp. nomination of Port Agents is to be made only with our authorization.

We are attaching the Agency Terms and Conditions, showing the commissions due for the different types of cargo. Please be so kind as to confirm your agreement on the attached copy of this letter.

- 2 -

EXHIBIT A

14.



COMPANHIA BRASILEIRA DE NAVEGAÇÃO INTERCONTINENTAL

- 2 -

Messrs. Bielefeld & Cia. Ltda., São Paulo

To guarantee a smooth service, it is of utmost importance that you work in close co-operation with General Agents in Europe, and we trust that on such a basis the organization will show positive results for the benefit of all concerned. We remain,

yours faithfully,

COMPANHIA BRASILEIRA DE NAVEGAÇÃO
INTERCONTINENTAL

Encl.

EXHIBIT A

15.

3233-6

GUNTER E. BIELEFELD
c/o U.S.A. STEAMSHIP AGENCY, INC.
111 Broadway, Suite 815
New York, N.Y. 10006

(212)-732-4510

February 24, 1976.

The Honorable Henry F. Werker, D.J.
United States District Court
Southern District of New York
Foley Square
New York, N.Y. 10007

75 CIV. 2065 (HFW)

Plaintiff: Gunter E. Bielefeld
Defendants: Walleniusrederierna and
Karl Geuther & Co.

Dear Sir:-

At yesterday's Hearing in your presence the Defendants' Attorney, Mr. Brian D. Starer, associated with the firm Haight, Gardner, Poor and Havens, brought up the point that the Plaintiff could not sue in his individual name inasmuch as all the subject matter referred to his firm in Brazil: Bielefeld & Cia. Ltda.

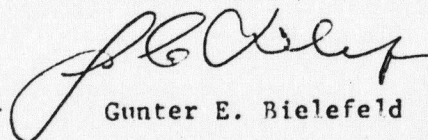
The Plaintiff is the sole successor and owner of Bielefeld & Cia. Ltda. of which he had held 90% of the partnership shares - the remaining 10% having been held by his wife for the sole purpose of limiting the responsibility. The management was entirely in the hands of the Plaintiff.

Furthermore, the Defendants have previously accepted the Plaintiff as sole successor when settling accounts in 1971, as documented in Plaintiff's MEMORANDUM IN ANSWER TO DEFENDANTS' MOTION FOR DISMISSAL (Exhibits #53, 54, 56, 57, 58 and 59). Also Walleniusrederierna's crucial letter of revelation of May 10, 1973, is addressed to the Plaintiff individually.

Thus the Plaintiff trusts that such a technicality will have no bearing on the issues at stake and respectfully requests this Court to deny Defendants' Motion for Dismissal.

Very truly yours

encl.: Affidavit
Copy of Partnership Contract
Translation of Partnership Contract

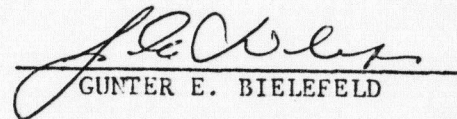

Gunter E. Bielefeld

✓ cc/ Mr. Brian D. Starer
Haight, Gardner, Poor & Havens
New York, N.Y.

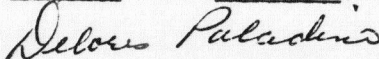
A F F I D A V I T

I, Gunter E. Bielefeld, herewith declare that for all purposes I am the legal successor and spokesman of the firm BIELEFELD & CIA. LTDA., registered in Sao Paulo, Brazil, and that I have assumed all assets and liabilities of said firm.

New York, February 24, 1976.


GUNTER E. BIELEFELD

Sworn to before me this

24th day of Feb., 1976


DELORES PALADINO
NOTARY PUBLIC, State of New York
No. 43-4504991
Qualified in Richmond County
Commission Expires March 30, 1977

FREE TRANSLATION

04223

Partnership Contract

GUNTER BIELEFELD, who also signs G. E. BIELEFELD, North-American by naturalization, married, businessman, of legal age, holder of identification card Model 19, General Registration No. 200.325, and LENORE ANN BIELEFELD, North-American, housewife, married, of legal age, holder of identification card Model 19, General Registration No. 1.775.232, residents and domiciled in this City, by this particular instrument, in the best legal form, do contract a partnership by shares of limited responsibility, this being governed by the terms of the following clauses:

I.)

The partnerships will have the style of BIELEFELD & CIA. LTDA., which will always be applied in the business of this partnership.

II.)

The purpose of the partnership is the exploitation of commissions, consignations, representations, importation, exportation, coastwise shipping, freight forwarding, and steamship agency.

III.)

The partnership will have its seat and forum in this City. It can establish branch offices, sub-agencies, agencies or offices, where and how it should find it convenient.

IV.)

The time of duration of the partnership shall be indefinite, each partner having the right to denounce the partnership, by registered letter, giving six months' notice of his withdrawal.

V.)

The capital of the partnership shall be Cr\$ 200.000,00 (Two hundred thousand cruzeiros) divided into 200 (two hundred) shares of the value of Cr\$ 1.000,00 (One thousand cruzeiros) each, belonging to the partner GUNTER BIELEFELD 165 (One hundred and sixty five) shares in the total amount of Cr\$ 165.000,00 (One hundred and sixty five thousand cruzeiros) and to the partner LENORE ANN BIELEFELD 35 (THIRTY FIVE) shares in the total amount of Cr\$35.000,00 (Thirty five thousand cruzeiros), which are presently being fully paid up.

VI.)

The management of the partnership will rest in the hands of the partner GUNTER BIELEFELD, who will sign in the name of the partnership all documents and who may pass a power of attorney to the other partner. The managers are exempt from previous security deposits, but will respond personally and together and without limitation on behalf of the partnership and third parties for excesses of mandate and the execution of acts against explicit rulings of law as well as of this Contract.

VII.)

The responsibility of each partner is limited to the total amount of the partnership capital.

VIII.)

18 The partners are not to use the firm or its partnership style for any business alien to the partnership, specifically for endorsements, the granting of favors, guarantees, loans etc.

IX.)

The withdrawals "pro labore" of the partners are agreed upon by mutual consent among the partners and shall remain within limits of development of the business and the financial situation of the partnership. The withdrawals are to be entered in the books as general expense.

18.

Continuation

X.)

At the end of each tax year, which will coincide with the calendar year, a balance sheet will be drawn up with the legal deductions. The balance sheet will be signed by the partners and the profits and losses in accordance with this balance sheet will be divided between the partners in the proportion of their share in the capital.

XI.)

The partners are not to cede their shares, all or in part, to third parties, without previous and explicit consent of the other partner to whom shall be given priority under equal conditions, during a period of 30 days.

XII.)

In case of liquidation of the partnership, the partners themselves shall be the liquidators. In case of liquidation by virtue of death of one of the partners, the liquidators shall be the surviving partner together with one person indicated by the heirs of the predeceased.

XIII.)

In case of one partner denouncing the partnership, the other shall have the right to continue the same with the obligation to pay the retiring partner for his shares of capital plus profits and other values ascertained in balance sheet at the day of his retirement. The payment of such shares, profits etc. shall be effected in six equal monthly payments.

XIV.)

The death of either of the partners shall not require the extinction of the business, which may if so agreed upon among the remaining partner and the heirs of the deceased partner, continue by means of a new contract.

XV.)

For the solution of doubts and differences resulting from this Contract, each partner may appoint his arbitrator. If the two reach an impasse the arbitrators will appoint a third one whose conclusion shall be final. The partners will respect the decisions of the arbitrating judge. In case one of the partners does not appoint his arbitrator within 10 days of having received respective notification, or if the appointment of a third arbitrator by the two other arbitrators was not possible within ten days, the appointment can be made by intervention of the Commercial Federation of the State of Sao Paulo.

For being just and contracted, all in conformity with their will and intention as expressed in this instrument, this document in quadruplicate, one of which is being filed at the M. Junta Comercial do Estado de Sao Paulo, in the presence of two witnesses as shown below, the partners sign:

Sao Paulo, 23. January 1956

WITNESSES:

MIGUEL PARRA ROSIQUE

MIGUEL SERRO

GUNTHER BIELEFELD

G. E. BIELEFELD

LENORE ANN BIELEFELD

19

19.

FREE TRANSLATION

60017

ALTERATION OF PARTNERSHIP CONTRACT

The undersigned, GUNTER BIELEFELD, who also signs G. E. BIELEFELD, Brazilian by naturalization, in accordance with process No. 3.783-61 D C 186-35 of 17 April, 1961, married, businessman, and LENORE ANN BIELEFELD, North-American, housewife, married, holder of identification card Model 12, General Registration No. 1.775.232, residents of and domiciled at this City, only partners of this partnership by shares of limited responsibility, under the style of BIELEFELD & CIA. LTDA., in accordance with the partnership contract duly filed with the M. Junta Comercial do Estado de Sao Paulo under No. 190.131 on 31. January, 1956, and contractual alteration effected on 17. September, 1959, filed on 24. September, 1959, decide by common consent and in the best legal form, to make the following change in their partnership contract.

1a

Clause II. The purpose of the partnership is the exploitation of commissions, consignments, representations, importation, exportation, cabotage, freight forwarding, steamship agency, insurances, passages, tourism, excursions, foreign exchange and related activities.

2a

Clause V.- The Capital of the partnership which was Cr\$500.000,00 (Five hundred thousand cruzeiros), in accordance with alteration of Contract of 17. September 1959, has been increased to Cr\$1.000.000,00 (One million cruzeiros), contributing to this increase the partner Mr. GUNTER BIELEFELD Cr\$500.000,00 (Five hundred thousand cruzeiros) by utilizing credits in Account Current in existence at this date, now belonging to the partners the following partnership shares:

GUNTER BIELEFELD	900 shares in the total sum of Cr\$ 900.000,00
LENORE ANN BIELEFELD	100 shares in the total sum of Cr\$ 100.000,00
Value of the Partnership Capital	Cr\$1.000.000,00 =====

3a

All other clauses of respective partnership contract and its alterations remain in force.

And for being thus just and contracted, all in conformity with their will and explicit intention as expressed in this instrument, the partners sign the present document in quadruplicate, one of which is being filed with the M. Junta Comercial of the Estate of Sao Paulo, in the presence of two witnesses.

Sao Paulo, 15 September, 1961.

Witnesses:

HANS HUGO BERLINGER

RUBENS LUIZ

GUNTER BIELEFELD

G. E. BIELEFELD

LENORE ANN BIELEFELD

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20.

GUNTHER BIELLEFELD, que também assina G. B. BIELLEFELD, norte-americano naturalizado, casado comerciante, maior, portador da carteira de identidade modelo 19, Registro Geral n.º 200.524 e LINDA ALN BIELLEFELD, norte-americana, preta casada, maior, portadora da carteira de identidade modelo 19, Registro Geral 1.775.232, residentes e domiciliados nesta Capital, pelo presente instrumento particular, na melhor forma de direito, contratam uma sociedade por quotas de responsabilidade limitada, regendo-se a mesma, nos termos das cláusulas seguintes:

I.)

A Sociedade terá a razão social de BIELLEFELD & CIA. LTDA., que será sempre empregada nos negócios sociais.

II.)

A Sociedade terá por objeto e fim a exploração de comissões, consignações, representações, importação e exportação, cabotagem, comissaria de despachos e agenciamento de navios.

III.)

A Sociedade terá sua sede e foro nesta Capital, podendo estabelecer filiais, sucursais, agências ou escritórios, onde e como julgar conveniente.

IV.)

O prazo de duração da Sociedade será por tempo indeterminado, tendo cada um dos sócios o direito de demitir a Sociedade por carta registrada, com uma antecedência de seis meses da sua saída.

V.)

O capital social será de Cr.\$ 200.000,00 (Duzentos mil cruzeiros), dividido em duzentas (200) quotas no valor de Cr.\$ 1.000,00 (um mil cruzeiros) cada uma, cabendo ao sócio GUNTHER BIELLEFELD cento e sessenta e cinco (165) quotas no valor total de Cr.\$ 165.000,00 (cento e sessenta e cinco mil cruzeiros) e a sócia LINDA ALN BIELLEFELD trinta e cinco (35) quotas no valor total de Cr.\$ 35.000,00 (trinta e cinco mil cruzeiros), que neste ato realizam integralmente.

VI.)

A gerência da Sociedade será exercida pelo sócio GUNTHER BIELLEFELD, que assinará em nome da firma todos os documentos, podendo passar procuração a outro sócio. Os gerentes ficam dispensados de cargo prévio, respondendo, porém, pessoal, solidária e ilimitadamente para com a Sociedade e terceiros por excesso de mandato e prática dos atos contra disposições expressas da lei e deste contrato.

VII.)

A responsabilidade de cada sócio fica limitada à importância total do capital social.

VIII.)

É vedado aos sócios quotistas o uso da firma ou razão social em quaisquer negócios estranhos à Sociedade, nomeadamente em cautions, abonos de favor, fianças, empréstimos e semelhantes.

IX.)

As retiradas "Pró-Labore" dos sócios ficam fixadas em comum acordo entre os mesmos e de conformidade com o desenvolvimento dos negócios da Sociedade e da situação financeira da mesma, sendo que as retiradas serão lançadas sobre a conta de cada um dos sócios.

fruits direct
J. S. direct
Lenore Ann Buckfield



X.)

No fim de cada ano civil, que coincidirá com o ano social, será levantado um balanço geral com os abatimentos de estilo. O balanço será assinado pelos sócios e os lucros e perdas conforme esse balanço serão divididos entre os sócios em proporção a suas partes de capital.

XI.)

Os sócios não poderão ceder as suas quotas de capital em todo ou em parte a terceiros, sem prévio e expresso consentimento do outro sócio, ao qual deverá ser dada a preferência em igualdade de condições, durante o prazo de trinta dias.

XII.)

No caso de liquidação da sociedade serão nomeados liquidantes os sócios. No caso de liquidação por motivo de morte de um dos sócios será nomeado liquidante o sócio sobrevivente junto com uma pessoa indicada pelos herdeiros do sócio preterito.

XIII.)

No caso de um dos sócios abandonar a sociedade, o outro sócio terá o direito de continuar com a mesma, sendo obrigado a pagar ao sócio retirante as suas quotas de capital, lucros e demais haveres apurados por um balanço geral para o dia de sua saída. O pagamento para essas quotas, lucros e demais haveres efetuar-se-á em seis prestações mensais e iguais.

XIV.)

O falecimento de qualquer, digo qualquer um dos sócios na vigência do presente contrato, não importará na extinção do negócio, que poderá, havendo acordo entre o sócio remanescente e os herdeiros do sócio falecido, continuar mediante novo contrato.

XV.)

Para solução de dúvidas e divergências oriundas deste contrato, cada um dos sócios nomeará o seu árbitro. No caso de empate os árbitros nomearão um terceiro, sendo definitiva a conclusão deste. Os sócios acatarão as decisões do juízo arbitral. Caso um dos sócios não nomear o seu árbitro dentro de dez dias após o recebimento da notificação respectiva, ou caso a nomeação do terceiro árbitro pelos dois árbitros não for possível dentro de dez dias, a nomeação poderá ser feita por intermédio da Federação de Comércio do Estado de São Paulo.

E por estarem, juntos e contratuados, tudo de conformidade com a sua vontade e intenção expressas neste instrumento, assinam o presente o 4 (quatro) vias, sendo uma arquivada na 1ª Junta Comercial do Estado de São Paulo, na presença de duas testemunhas abaixo indicadas.

TESTEMUNHAS:

[Assinatura]
[Assinatura]

[Assinatura]
[Assinatura]
[Assinatura]

A primeira via esta serada com a importancia
de Um mil e quinhentos
conforme a verba N.º 4 de hoje

Recebedoria Federal em S. Paulo, 1 de 19 19

O Alcaide do Tesouro,

O Escrivão do S.º

Reconheço as firmas de:

GUNTER BIELER, que tambem

G. A. BIELER

LENORE ANI BIELER

MIGUEL PARRA ROSIQUE

MIGUEL SERRA

*Exemplo que um exemplar de cada um
dos de arquivos no valor
de 100 mil e quinhentos
foi adquirido sob o nº 4711
da Junta Comercial do Estado de São Paulo*

IBIS CINZA



ALTERAÇÃO DE CONTRATO SOCIAL

Os abaixo assinados, GUNTHER BIELEFELD, que também assina G.E.BIELEFELD, brasileiro naturalizado, conforme processo nº 3.703.61 D C 186.35 de 17 de Abril de 1951, casado, comerciante e LINDA ANNE BIELEFELD, norte americana, de profissão doméstica, casada, portadora da carteira de identidade nº 19, Registro Civil nº 1.715.202, residentes e domiciliados nesta Capital, únicos e únicos componentes da sociedade por quotas de responsabilidade limitada, sob a razão social de BIELEFELD & CIA. LTDA. conforme contrato social devidamente arquivado na M. Junta Comercial do Estado de São Paulo sob nº 190.131 em 31 de Janeiro de 1956 e alteração contratual obtida em 17 de Setembro de 1959 e arquivada em 24 de Setembro de 1959, resolvem de comum acordo e na melhor forma de direito, fazerem a seguinte alteração do seu contrato social:

18

CLÁUSULA II). A Sociedade tem por objeto e fim a exploração de comissões consignações, representações, importação, exportação, cabotagem, caminaria de carga e passageiros de navios, de seguros, passageiros, turismo, excursões, comércio exterior e afins.

21

CLÁUSULA V). O Capital Social que era de Cr\$ 500.000,00 (quinhentas mil cruzeiros), conforme alteração contratual de 17 de Setembro de 1959 fica elevado para Cr\$ 1.000.000,00 (um milhão de cruzeiros), contribuindo para este aumento o sócio Sr. GUNTHER BIELEFELD com Cr\$ 500.000,00 (quinhentas mil cruzeiros) com o comprometimento de créditos em conta corrente existentes nesta data, cabendo agora aos sócios as seguintes quotas do capital:

GUNTHER BIELEFELD	500 Quotas no valor total de Cr\$	500.000,00
LINDA ANNE BIELEFELD	100 Quotas no valor total de Cr\$	100.000,00
VALOR DO CAPITAL SOCIAL	Cr\$ 1.000.000,00

30

As demais cláusulas do referido contrato social e suas alterações continuam em vigor.

E, por estarem assim, juntos e contratados, tudo de conformidade com a sua vontade e intenção expressas neste instrumento, assinam o presente em quatro vias, sendo uma arquivada na M. Junta Comercial do Estado de São Paulo, na presença de duas testemunhas abaixo assinadas.

São Paulo, 15 de Setembro de 1961

Testemunhas:

[Assinatura]
HANS HUGO HERRMANN

[Assinatura]
ROBERTO LUIZ

[Assinatura]
GUNTHER BIELEFELD

[Assinatura]
G. E. BIELEFELD

[Assinatura]
LINDA ANNE BIELEFELD

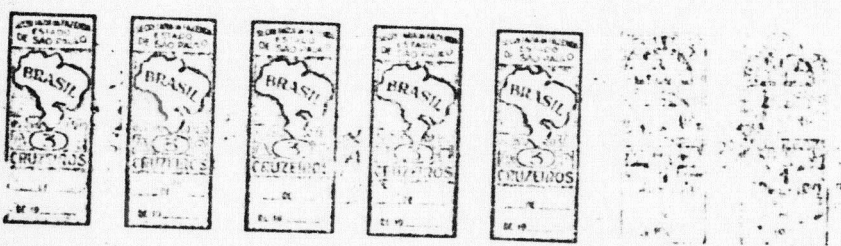
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25000
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20 SET

OF TARE

Presented to the Honorable Council of the State of São Paulo
 by the Honorable Council of the State of São Paulo
 João Delgado, Carlos Hugo Berlinguer
 Rubens de Almeida
 1926



Certifico que a presente documentação
 foi arquivada sob o nº 25000
 por decisão do Conselho de Estado de São Paulo,
 de 1926
 7 PEROLVAL LEITE

4 Agent

AGENCY TERMS AND CONDITIONS

Companhia Brasileira de Navegação Intercontinental

27 MAR 1942

I. No agency fee will be paid.

II. Northbound (Brazil/Continent)

1) General and Liner Cargo booked in Brazil, except Bulk Cargo

General Agent 6 1/2 centum, of which the respective Port Agent receives 5 centum. 1 1/2 centum are remaining for the General Agent. Whenever vessels call at a port, where no official agent is in service, clearance to be made on the basis of agency fee out of the commission of 5 centum. In case this commission should not be sufficient, the balance, that means the difference between the commission available and the actual agency fee paid, may be debited separately to Owners.

2) Fob-Consignments

For cargo booked at the Continent and being delivered on basis fob at Brazilian ports (freight payable at destination), the General Agent to receive 5 centum, whereof 3 centum are to be credited to the official Port Agent. Special cargo including such, which is loaded in ports where no official agent has been appointed, has to be treated as per § II, 1 (Agency Fee)

3) Bulk Cargo (except Chartering)

General Agent to receive 2 1/2 centum, of which the Booking Agent has to be satisfied. In the case of chartering a special agreement has to be made.

III. Southbound (Continent/Brazil)

1) General and Liner Cargo (except Bulk Cargo)

The General Agent in Brazil to receive a commission of 2 1/2 centum for general cargo landed, excluding bulk cargo. The General Agent has to credit the respective Port Agent with 1 1/2 centum out of his commission. (It is understood that in the case of cargo being landed in Rio de Janeiro Messrs. Argos are to receive 2 1/2 centum commission, it being up to the General Agent to make internal agreements with Messrs. Argos, as only one commission shall be paid.) In case agency fee is to be paid, the same conditions apply as outlined under § II, 1.

EXHIBIT C

- 2 -

27



COMPANHIA BRASILEIRA DE NAVEGAÇÃO INTERCONTINENTAL

- 2 -

2) Fob-Consignments

In case of fob cargo booked in Brazil the General Agent to receive in addition a booking commission of 1 1/2 centum.

3) Bulk Cargo

For bulk cargo landed the General Agent to receive 2 centum, of which the Port Agent has to be satisfied. In the case of full cargo no commission to be paid, as in such cases agency fee as per tariff is to be considered.

COMPANHIA BRASILEIRA DE NAVEGAÇÃO
INTERCONTINENTAL

28.

78

9

FREE TRANSLATION

KARI GEUTHER & CO.
Ship Agents - Brokers

Bremen, July 3, 1962

Our let No. 12/62

Y/Ref. GEB/ab Y/let June 15, 1962

Bielefeld & Cia. Ltda.
Avenida Sen. Queiroz 96, r. 904/6
P.O. Box 6182
Sao Paulo, Brazil

Ref.: Disbursements for Owner's Account (Wallenius Lines, Stockholm)

We are referring to your letter of June 15 in above matter and would like to inform you that we concur that the expenses for Owner's Account at your end may be advanced by you. The liquidation of said amounts will be taken care of by us by payment into one of the bank accounts in Bremen or New York as named by you.

In case of necessary larger repairs as well as unusually high requests for cash to master we would ask you to obtain our prior cable authority. The date of such authority kindly later-on note on the accounts respectively the master's receipts.

It is herewith agreed that you will collect our advances at the official free rate of exchange of the day when the advance is made.

With kindest regards, we are

Very truly yours

Karl Geuther & Co.

EXHIBIT D

29.

KARL GEUTHER & CO.
SHIP AGENTS · BROKERS
BREMEN · BREMERHAVEN · HAMBURG · LONDON

9
9

Firma
Bielefeld & Cia., Ltda.
Avenida Senador Queiroz, 96 R. 904/6,
P. O. Box 6182,
SAO PAULO, Brasilien.
=====

B R E M E N

SCHLACHTER 27-40 · 1924
TELEFON 110151 · 110152 · 110153 · 110154
KARL GEUTHER & CO.

Brief Nr. 12/62

YOUR REF.

YOUR LETTER

YOUR REF.

GEB/ab 15.6.1962

SCHN/as

H.H.S.
3. Juli 1962

Betr.: Auslagen für Owners' Account (Wallenius Lines, Stockholm).

Wir nehmen höflich Bezug auf Ihr Schreiben vom 15. v. Mts. in obiger Angelegenheit und möchten Ihnen mitteilen, dass wir damit einverstanden sind, dass die dort entstehenden Kosten für Owners' Account von Ihnen verauslagt werden. Der Ausgleich der Beträge wird von uns auf einem der von Ihnen genannten Konten in Bremen oder New York vorgenommen.

Bei notwendig werdenden grösseren Reparaturen sowie bei Anforderung von aussergewöhnlich hohen Kapitänskassen wollen Sie bitte von uns die telegrafische Autorisation einholen. Das Datum der von uns erteilten Genehmigung wollen Sie bitte später auf den Rechnungen bezw. Kapitänsquittungen vermerken.

Es gilt als vereinbart, dass von Ihnen der jeweils gültige offizielle Freikurs berechnet wird.

Mit freundlicher Begrüssung zeichnen wir

Hochachtungsvoll,

Karl Geuthner & Co.

30.

45

45

G. E. Bielefeld
6001 Yorktown Road
Lorain, Ohio 44053

Lorain, March 18, 1969.

Messrs.
Karl Geuther & Co.
P.O.Box 1924
28 Bremen, Germany

Dear Sirs:-

Re: Settlement of Accounts
Cia. Bras. de Naveg. Intercontinental S.A., Rio

I am in receipt of your letter of March 12 and last Statement of Accounts.

Considering your Statement of November 28, 1964, I regret I had not been placed in a position to give you an explanation for the unaccounted US\$4,000 which you had remitted to the Bremer Bank on October 10, 1962, until December 1967 when I finally received (1) an Extract of Accounts from CBNI as well as (2) the Disbursement Accounts rendered by Mr. Charles Atkinson as listed below.

By the end of 1962 Mr. Atkinson had received from us in straight remittances, freight receipts and collections a total of Cr\$18.046.889,90 which amount includes Cr\$2.085.000 for account of "BOHEME" (against which we had received from you US\$4,000 in accordance with our cable exchange at the time). Instead of reporting to us for his expenditures, Mr. Atkinson rendered his Disbursement Accounts to CBNI for furtherance to you (Messrs. Wallenius-rederierna). Some of these accounts were credited to us by CBNI and others were not. Those that were not credited to us are these:

Nov.21, 1962	Disb.Acct.	TOSCA SB-1	P.Alegre	264.871,00	
Jan.29, 1963	"	"	WORTHY NB-4 P.Alegre	12.960,00	- (Owners)
Jan.29, 1963	"	"	BOHEME NB-2 R.Grande	6.827,70	- (Owners)
Jan.29, 1963	"	"	WORTHY NB-4 R.Grande	40.949,60	- (Owners)
Jan.29, 1963	"	"	WORTHY NB-4 P.Alegre	16.376,70	- (Owners)
Jan.29, 1963	"	"	BOSCOMBE NB-4 R.Grande	185.240,30	- (Owners)
Jan.29, 1963	"	"	BOSCOMBE NB-4 P.Alegre	206.535,00	- (Owners)
Feb.21, 1963	Suppl.	"	BOHEME NB-2 R.Grande	650.245,90	
Feb.21, 1963	"	"	WORTHY NB-4 R.Grande	104.044,30	
Feb.21, 1963	"	"	WORTHY NB-4 P.Alegre	502.246,40	
Feb.21, 1963	"	"	BOSCOMBE NB-4 R.Grande	580.097,60	
Feb.21, 1963	"	"	BOSCOMBE SB-3 P.Aleg.	104.103,80	
Feb.21, 1963	"	"	BOSCOMBE NB-4 P.Aleg.	210.475,30	
Mar.13, 1963	"	"	BOHEME SB-1 R.Grande	23.000,00	
Mar.13, 1963	"	"	WORTHY SB-3 R.Grande	23.000,00	
		Total		CR\$2.930.973,60	

at Cr\$460/Dollar =

US\$6.371.68

Kindly check whether these Disbursement Accounts have been received by you or Messrs. Walleniusrederierna and whether they have been credited to us or to whom?

EXHIBIT E

31. - 2 -
21

- 2 -

Messrs. Karl Geuther & Co., Bremen - Lorain, March 18, 1969.

From the Extract of Accounts Current of CBNI, copy of which I had sent you together with my letter of January 23, 1968, you will see CBNI did not credit us for our following Commission Bills:

June 27, 1963 Overriding Commissions Cr\$1.019.425,50		
June 27, 1963 UNDINE NB-2	786.245,80	
June 27, 1963 BOSCOMBE NB-4	688.160,00	
June 28, 1963 BOHEME SB-1 P.Alegre	110.964,00	For individual
June 28, 1963 BOHEME SB-1 NB-2	794.952,60	Dollar amounts -
June 28, 1963 BOSCOMBE SB-3	464.842,70	see Commission
June 28, 1963 WORTHY SB-3/NB-4	156.616,20	bills.
June 28, 1963 BOSCOMBE NB-4	794.819,40	
June 28, 1963 WORTHY NB-4	718.618,60	
	<u>5.534.644,80</u>	= <u>US\$12,090.35</u>

Please, check whether you/Messrs. Walleniusrederierna have received these Commission Bills - which refer to Dollar freights - and whether they have been credited to us.

Basing myself on your Statement of November 28, 1964, we now have this position:

Balance/your Statement	US\$ 891.21
Atkinson's Disb.Accounts	6,371.68
Our Commission Bills	<u>12,090.35</u>
Total in our favor:	<u><u>US\$19,263.24</u></u>

With reference to the second-part of your letter under reference, the amount of CR\$15.000.000 held in the custody of the Court, this had been released to CBNI about 2 years ago on the strength of your affidavit that you had never functioned in any capacity other than as agents and your declaration that these funds belonged to CBNI and not to you.

I would greatly appreciate your checking above accounts and confirm the correctness.

Very truly yours
BIELSFELD & CIA.LTDA.

G. E. Bielsfeld

cc/Walleniusrederierna, Stockholm



BIELEFELD & CIA. LTDA.

Steamship Agents - Chartering Brokers - Freight Forwarders and Customs Brokers

AVENIDA SENADOR QUEIROZ, 96 R. 903/6

SÃO PAULO, BRAZIL

CABLES: BIELEFELD

NEW. BOE CODE

TELEX: SP-3510092

PHONES: 36-5318

36-9038

EXTRACT OF ACCOUNT CURRENT GEUTHER & CO. BREMEN

SÃO PAULO, 9th. October 1962
P. O. BOX 6182

			Debit	Credit
Aug.	4	1/62 Worthy Down SB. Diso. Salvador	US\$ 1,394.03	5,176.72
	4	2/62 Worthy Down SB. Disb. Santos	3,333.87	13,535.48
	6	3/62 Worthy Down SB. Disb. P. Alegre	397.99	2,591.96
	6	4/62 Boscombe Down SB. Disb. Salvador	1,778.24	7,772.96
	8	5/62 Boscombe Down SB. Disb. Santos	5,215.38	20,861.52
	10	- Your payment Bremen Bank	20,000.-	5,000.00
	25	- Your Bill 6509 of August 7th. 1962	700.-	150.00
Sept.	25	- Your payment Bremen Bank	30,000.-	7,500.00
	28	1/62 Klippan SB. Disb. Salvador	1,488.92	5,955.68
	28	2/62 Klippan SB. Disb. Santos	1,681.95	6,727.80
	28	3/62 Klippan SB. Disb. P. Alegre	518.55	2,074.20
	28	4/62 Klippan NB. Disb. Santos	1,454.62	5,878.48
	28	5/62 Klippan NB. Disb. Recife	2,137.90	8,557.60
	28	6/62 Worthy Down Disb. Santos NB.	1,117.32	5,672.8
	28	4A/62(Boscombe Down SB. Disb. Salvador		2,992.8
		5A/62(& Santos	74.82	
	28	7/62 Boscombe Down Disb. P. Alegre	590.94	2,363.76
Oct.	4	3A/62(Klippan Disb. Rio Grande & Santos	308.38	12,335.2
		4A/62((9,277.72
	4	1/62 Otello Disb. Recife	2,319.43	62.00
	4	2/62 Otello Disb. Salvador	15.50	713.42
	4	3/62 Otello Disb. Rio de Janeiro	196.53	724.04
	4	4/62 Otello Disb. Santos	724.04	2,236.51
	4	5/62 Tosca Disb. Salvador	2,236.51	525.91
	4	6/62 Tosca Disb. Santos	525.91	1,051.69
	4	7/62 Boheme Disb. Salvador	1,051.69	618.56
	4	8/62 Boheme Disb. Rio de Janeiro	618.56	1,172.16
	5	- Credit Note 4% Boneco	618.56	73.00
	4	6/62 Klippan Disb. São Paulo	73.00	1,572.96
	9	- Otello B/L 1-25T. Peanuts Freight Diff.	393.24	

US\$. 29,697.32 13,822.16

Balance at your debit US\$. (63,500.140M) 15,875.16

US\$. 29,697.32 29,697.32

BALANCE AT YOUR DEBIT: FIFTEEN THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS AND SIXTEEN CENTS.-

BIELEFELD & CIA. LTDA.

G. E. BIELEFELD

BRANCH OFFICES:

SANTOS

RUA AMADOR BUENO, 129 Rooms 1-3

Phone 9-5100 - Cables: BIELEFELD

PORTO ALEGRE

RUA CALDAS JUNIOR, 16 - P. O. Box 1793

Phone 6-094 - Cables: BIELEFELD

RIO GRANDE

RUA RIACHUELO, 141 - P. O. Box 931

Phone 347 - Cables: BIELEFELD

33.

EXTRACT OF ACCOUNT CURRENT
GEUTHER & CO. - BREMEN

K2

		DEBIT		CREDIT
Octo 9	Balance at your debit	US\$.	15,875.16 ✓	63,500.64
15 8/62	Worthy Down Disb. Rio de Janeiro		242.12 ✓	968.48
15 9/62	Boscombe Down Disb. Rio de Janeiro		714.98 ✓	2859.92
15 7/62	Klippan Disb. Rio de Janeiro		240.68 ✓	962.75
15 9/62	Otello - Disb. Rio de Janeiro		439.72 ✓	7758.88
15 10/62	Tosca - Disb. Rio de Janeiro		1,004.70 ✓	4078.80
15 11/62	Boheme - Disb. Rio de Janeiro		1,081.90 ✓	4327.60
15 10/62	Worthy Down - Disb. Rio de Janeiro		869.56 ✓	3478.24
17 8/62	Klippan - Disb. Rio Grande do Sul		867.73 ✓	347.92
22	Your payment Bremer Bank DM. 59.970		60.08560	15,000.00 ✓
29 12/62	Boheme - Disb. Rio de Janeiro		186.58 ✓	74.22
29 13/62	Boheme - Disb. Santos 74356.28		3,114.65 ✓	12,458.60
29 14/62	Boheme - Disb. Rio Grande do Sul		287.84 ✓	7051.36
Nov. 10 11/62	Worthy Down-SB3-Disb. Rio de Janeiro		592.61 ✓	2372.44
10 12/62	Worthy Down-SB3- Disb. Santos		2,306.47 ✓	9223.88
12 11/62	Boheme - Disb. Rio Error in Calculation		830	2.07 ✓
		US\$.	27,824.70	15,002.07
Nov. 13	Balance at your debit		57,214.93	
		US\$.	27,824.70	12,822.63
				27,824.70

**Firma Bielefeld & Cia. Ltda.,
S a o P a u l o**

*Luc
DM*

40.000.-

24.000.-

8,02

546

30,03

11.399,51

75.443,02

Überweisung 30.11.62 Bremer Bank

Überweisung 17.12.62 Bremer Bank

converted into DM at the rate of 4,--

Bankspesen

Überweisungsspesen

Überweisungsspesen

Bankspesen

Balance in your favour

\$

10.000,-- ✓

6.000,-- ✓

DM 64.000,--

37,53

8,02 ✓

5,46 ✓

30,03 ✓

11.385,28

(Balance \$ 2.846,32)

*überweisen
am 21.1.63 durch
Zahlungsauftrag
Bremer Bank
Herrn Bielefeld*

75.466,32

EXHIBIT II

143

Haben
DM

57,214,93

Saldo zu Ihren Gunsten lt.
Ihrem Kontoauszug

12.822,63

OWNER'S ACCOUNTS

✓ 78280

m.s. "KLIFIAN" 2 NB- Santos

195,70

✓ 8876

m.s. "TOSCA" 1 SB-Rio Grande

22,19 ✓

✓ 770488

m.s. "OTELLO" 1 SB - Santos

426,22 ✓

✓ 106420

m.s. "BOHEME" 1 SB-Rio Grande

266,05 ✓

✓ 430096

m.s. "WORTHY DOWN" 3 SB-Porto Alegre

1.075,24 ✓

506732

m.s. "KLIFIAN" 2 NB- Recife

1.266,83 ✓

42260

m.s. "KLIFIAN" 1 SB-Sao Paulo

105,65 ✓

35484

m.s. "OTELLO" 1 SB- Recife

88,71 ✓

696452

m.s. "BOSCOMBE DOWN" 3 SB-Rio de Janeiro, Porto Alegre

1.741,13 ✓

17736

m.s. "TOSCA" 1 SB- Santos

29,34

39672

m.s. "

19,07

30756

m.s. "KLIFIAN" 1 SB- Santos

75,39 ✓

218772

m.s. "WORTHY DOWN" 3 SB-Santos

545,28 ✓

42876

m.s. "BOSCOMBE DOWN" 3 SB-Sao Paulo

107,19 ✓

1539073

converted into DM at the
rate of 4,--

13.866,58

75.466,32

75.466,32

=====

Bremen, 21st January, 1963

Hr.

Σ

Firma Bielowfeld & Cia. Ltda.,
S a o P a u l o

arl Geuther

Debet

517

DM

75.443 02

Überweisung Bremer Bank
 21.1.1963 (Saldo Kontoauszug
 vom 21.1.63 \$ 2.346,32 at 4,-

11.385,28

94 65

Airfreight for 3/L forms

94,65

Balance in your favour

17.135,31

17.735 32

(Balance \$ 4.283,83)

2.672 99

92.620 69

52 30

28.615,24

EXHIBIT

36

Banken: Bremer Bank, Konto-Nr. 3190, Deutsche Bank A.G., Filiale B

& Co., Bremen

KH

Credit

3M			\$
75.390 73	Saldo lt. Kontoauszug vom 21.1.1963		2.846,32
	<u>OWNER'S ACCOUNTS</u>		
4682 72	m.s. "UNDINE" voy. 1 SB-Recife		1.170,68
6.667 00	m.s. "BOSCOMBE DOWN" 3 SB-Santos		1.665,25
3472 24	m.s. "BOSCOMBE DOWN" 3 SB-Porto Alegre		869,56
2472 -	m.s. "WORTHY DOWN" 4 NB Santos		602,--
32.620 69			7.153,81
	Converted into DM at the rate of 4,--		23.615,24
			28.615,24
	Balance in your favour Bremen, 21st February, 1963		17.135,31
	Hr.		

KH
F

= Horru Thlers =

Messrs.
BIELEFELD & COMPANY,
149, California Street,
SAN FRANCISCO / Calif. 94111.

A/bra

28th February 1964.

Dear Sirs,

ACCOUNTING

When going through your account we found that there is still a balance in our favour which so far has not been settled.

We are attaching a statement of account which has been issued first days of February and specially refer to our payment to your account at BREMER BANK on 10th October 1962 in the amount of \$ 4.000,-- to cover cash advance as per your cable request of 8th October 1962.

Since the balance out of the GALBAN LOBO invoice and the double charged Captain's cash - mv "BOSCOMBE DOWN" SB 3 was assigned to us by Messrs. CBNI, Rio de Janeiro, out of their credit against you the respective sums (\$ 2.764,83 and \$ 869,56) may be deleted so that the actual balance in our favour as per attached statement reads \$ 4.000,--

Since no accounting for this amount was received so far we request immediate settlement either by payment to our account or by providing certified invoices covering this balance.

Yours faithfully,
KARL GEUTHER & CO.
ppa. *[Signature]*

cc.:
BIELEFELD, Sao Paulo

- As the address unknown, please reforward -

STATEMENT OF ACCOUNT
with Messrs. BIELEFELD, Sao

Paolo

8

Our payment to your account
BREMER BANK - 5.3.1963

4.283,83 17.135,32

Our payment to
BREMER BANK - 10.10.1962
(cash advance "BOHEME" NB 2)

4.000,--

16.000,-

Double charged
(Captain's cash "BOSCOMBE
DOWN" SB 3)
- your letter 12.8.1963 -

869,56

3478,24

9.183,39

Balance in our favour

2.104,73

1K5

88

Paulo

2

Balance in your favour
as per statement 21.2.1963 4.283,83

17.135,32

Invoice GALDAN LOBO
(overtime "KLIPPAN")

11.059,32

2.764,83

Balance in our favour 2.104,73

84.18,92

9.153,39

=====

BREMEN, 10th February 1964
A/bra

Bern Stblers

STATEMENT OF ACCOUNT
with Messrs. BIELEFELD, Sao
Paulo

R 5518

2

Balance in our favour as
per Statement of Account
dated 10th February 1964

2.104,73 ✓

=====

Balance in our favour

2.104, 73

=====

1.304,20

EXHIBIT K

112731

Paulo

2

Your invoice 13.1.1964
Commission SALOME SB 7
B/L 7

2374,16 593,5

Your invoice 13.1.1964
Commission UNDINE SB 3
B/L 16

827,96
107. 206,93

Balance in our favour

5216,80 1.304,20

2.104,73

=====

BREMEN, 14th April 1964
bra.-

39.

STATEMENT OF ACCOUNT
with Messrs. BIELEFELD & CIA. L

1964

五

1964

1.304,20

5216,80.

Balance in your favour

522.92

1.827,12

Banken: Bremer Bank, Konto-Nr. 3190, Deutsche Bank A. G., Filiale Bremen, Konto-Nr. 223780, Ba

en

TDA., Sao Paulo

Credit

*Beilefeld 20/1
20/1 Einkommen
denn 20/1
beleudet 23/10/61*

Commission CBA -
shipment "UNDINE" SB 7

8

101,74

Commission CBA
shipment "SALOME" SB 11

1.406,45

Commission CBA
shipment "UNDINE" SB 9

318,93

1.827,12

Balance in your favour

522,92

BREHEN, 17th September 1964

A/bra

EXHIBIT L

K7



Q-3

STATEMENT OF ACCOUNT
with Messrs. BILFELD & CIA. LTDA.

1964.

2

1964

Balance in your favour

891.21

=====

891.21
=====

(K8)

117

, Sao Paulo

1

Balance in your favour
as per our statement of
account of Sept. 17th, 1964

522.92

Commission CBA
shipment "SALOHL" SB 13

368.29

Balance in your favour

891.21

BREMEN, 15th November 1964
A/rb

✓

TELEGR. BIELEFELD
NEW BOE CODE
TELEX:

BIELEFELD & CIA. LTDA.

Agencia Marítima - Fracmentos - Embarques Internacionais

34-1908
FONES: 36-0762

RUA LIBERO BADARO, 293 - 16.º AND. - CONJ. 16-B

SÃO PAULO, BRASIL

SÃO PAULO, November 20th, 1964.

CAIXA POSTAL 6182

Messrs.
Karl Gauthier & Co.
P. O. Box 1924
Bracon, Company

27 NOV 1964	
<i>[Signature]</i>	

Dear Sirs:-

Accounting

We are in possession of your letter of November 10th regarding the Seventh Partial Shipment supplied by Messrs. Achenbach, Buschuetten, and shipped per L/S SALOME from Hamburg October 30th, 1964. Together with your letter we received a Statement of Accounts.

Since we do not understand how you arrived at a balance of \$691.21 in our favor, we would suggest that you send us your explanations. For your guidance, we are sending you our Extract of Accounts herewith which is based on your letter of March 1st, 1963, and your Extract of Accounts of February 21st, 1963. The balance in our favor is US\$5,764.14 plus interest and banking charges.

Very truly yours
BIELEFELD & CIA. LTDA.

[Signature]
G. E. Bielefeld

GEB/rs
encl.

BEST COPY AVAILABLE

11
Intercontinental

COMPANHIA BRASILEIRA DE NAVEGAÇÃO INTERCONTINENTAL
LINHA REGULAR RIO DA PRATA-BRASIL-EUROPA

END. TELEGRAFICO: "CEBENI"
CODIGO: NEW BOE

RUA DOM GERARDO, 46-10º ANDAR
TEL. 23-1210

RIO DE JANEIRO, 12 de dezembro de 1962.

Ilmos. Srs.
Bielefeld & Cia. Ltda.
Av. Senador Queiroz, 96 - n/903/6
SÃO PAULO
Estado de São Paulo.

Prezados Senhores:-

Após a reunião dos Agentes desta Companhia realizada no dia 23 de novembro p.p., tivemos ocasião de debater, longamente, a situação referente ao atendimento de nossos navios no porto de Santos.

Assim, confirmamos aqui, a conversação telefônica mantida no dia 28 daquele mês entre o signatário da presente e o Sr. Bielefeld, de que apesar de não termos nenhuma queixa específica contra essa Agência, continuávamos com uma incensa preocupação no que dizia respeito às despesas operacionais de nossos navios no porto de Santos, e que se continuassem tais despesas nos veríamos obrigados a nomear novo Agente para aquele porto.

Solicitamos então o Sr. Bielefeld, por achar-se inseguro em face de nossa declaração, uma garantia de que não seriam destituídos antes de decorridos 3 (três) meses após qualquer notificação, tendo então o signatário desta declarado que, por não ser tal proposta usual nem comercial, pleitearia junto à Diretoria desta Companhia o prazo mínimo de 1 (um) mês, o que não foi aceito pelo mencionado Sr..

Entretanto, no espaço de tempo decorrido após aquela conversação, encontramos uma firma que se prontificou agenciar nos nossos navios em bases econômicas mais satisfatórias, comprometendo-se a adiantar o numerário necessário para a operação dos navios, sempre que disso necessitasse esta Companhia.

Evidentemente, não podendo deixar de aceitar tal oferecimento, que virá trazer ótimos benefícios a esta Companhia, resolvemos dispensar os serviços dessa firma no agenciamento de nossos navios nos portos de Santos, Rio Grande e Porto Alegre.

Agradecendo os bons serviços prestados até a presente data, subscrevamo-nos

Atenciosamente,

EX N - 1

43.

TRANSLATION
INTERCONTINENTAL

COMPANHIA BRASILEIRA DE NAVEGAÇÃO INTERCONTINENTAL
Regular Liner Service - River Plate - Brazil - Europe

Cables: "CEBENT"
Code: New Box

Rua Dom Gerardo, 46 - 10th floor
Phone: 23-1210

Rio de Janeiro, December 1, 1962.

Messrs.
Bielefeld & Cia. Ltda.
Av. Senador Queiroz, 96 - s/903/6
SÃO PAULO
State of São Paulo

Dear Sirs:-

After the meeting of the Agents of this Company, which took place on November 23, we had the occasion to amply debate the situation with reference to the handling of our vessels at the Port of Santos.

Thus, we confirm here the conversation over the telephone on November 28 between the undersigned and Mr. Bielefeld to the extent that although we have no specific complaint against your Agency, we continued with an immense worry with reference to the operational expense of our vessels at the Port of Santos, and that if such expenses continued, we would see ourselves obliged to nominate a new Agent for that Port.

Mr. Bielefeld then asked us, feeling himself insecure by virtue of such declaration, for a guarantee not to be dismissed without a three-months' notice, to which the undersigned declared that this being neither a usual nor commercial proposition, he would put before the Board of this Company a maximum period of 1 (one) month, which was not accepted by said gentleman.

However, during the time passed after this conversation, we found a firm which declared itself ready to handle our ships on bases economically more satisfactory, committing themselves to advance the necessary funds for the operation of the ships, whenever this Company needed such.

Evidently, not being able to not accept such an offer, which would bring excellent benefits to this Company, we have resolved to dispense with the services of your Firm for the handling of our ships in the ports of Santos, Rio Grande and Porto Alegre.

Thanking you for the good services rendered up to this present date, we sign

respectfully
Companhia Brasileira de Navegação
INTERCONTINENTAL

D. C. de Souza

44.



BIELEFELD & CIA. LTDA.

Agência Marítima - Freteamentos - Embarques Internacionais - Comissários de Despachos - Seguros

AVENIDA SENADOR QUEIROZ, 96 - S. 903/6

SÃO PAULO, BRASIL

TELEGR.: BIELEFELD

NEW BOE CODE

TELEX: SP-3510092

FONES: 36-3318

35-7835

SÃO PAULO, 20 de Novembro de 1964.

CAIXA POSTAL 6182

EXTRATO DE CONTA CORRENTE

KARL GUTHNER & CO. - BREMEN/ALIA.

	Debit	Credit
Nº fatura-Sallon Lobo de 1.1. 52		
Pago 2 Guthner em 13/12/63	US\$2,764.83 ✓	
Nº carta de 12/3/63-cancelando		
nº fát. No. 14/63 de 7/2/63 BUSCOFFER DOWN		869.56 + ✓
Comissão/UNIDINE 337-5/11/63	206.99 ✓	
Comissão/SALOME 377-14/12/63	593.54 ✓	
Comissão/UNIDINE 337-7/6/64	101.71 ✓	
Nº carta (Bielefeld & Co.) S. Francisco,		
de 8/1/64-custome de credito de \$809.56,	809.56 + 2	
Comissão/SALOME-21/7/64	1,402.55 (1,406 + 5)	
Comissão/UNIDINE-1/9/64	318.93 ✓	
Comissão/SALOME-30/10/64	363.29 ✓	
Saldo a nosso favor		5,751.17
	US\$ 6,673.73	6,673.73

Saldo a nosso favor

US\$5.764.27

BIELEFELD & CIA. LTDA.

J. R. Dreyer
C. B. Bielefeld

FILIAIS

SANTOS

RUA AMADOR BUENO, 153 - Salas 7-8

Fone 9-5100 - Telegr.: BIELEFELD

PORTO ALEGRE

RUA CALDAS JUNIOR, 16 - C. Postal 1793

Fone 6-094 - Telegr.: BIELEFELD

RIO GRANDE

RUA RIACHUELO, 141 - C. Postal 931

Fone 247 - Telegr.: BIELEFELD

45

STATEMENT OF
Messrs. BIELEFELD & CIA. LT

Our payment to your account BREMER BANK - 5/3/1963	8 4.283. 83
Our payment to your account BREMER BANK - 10/10/1962 (cash advance <u>BOHEME</u> ' NB 2 so far not covered)	<u>4.000. 00</u>
Double charged captain's cash BOSCOMBE DOWN = 3 SB your letter 12/8/1963	869. 56
Balance your favour,	891. 21
US-8	10.044. 60

US-8

10.044. 60

Co., Bremen

ACCOUNT
S.A., SÃO PAULO

Credit

8

Balance in your favour as per
statement 21.2.1963

4.283. 83

Invoice GALBAN LOBO (overtime
"Klippan")

2.764. 83

Your invoice 13/1/64
Commission CBA - SALOME 7 SB
B/L 7

593. 54

Your invoice 13/1/64
Commission UNDINE 3 SB
B/L 16

206. 99

Commissions CBA

UNDINE - 7 SB

101. 74

SALOME - 11 SB

1.406. 45

UNDINE - 9 SB

318. 93

SALOME - 13 SB

368. 29

(still expecting your invoices
as per our various letters
sofar unanswered)

US-8

10.044. 60

Balance in your favour

891. 21

Bremen, 28th November 1964
A/rb

EXHIBIT P

FREE TRANSLATION

KARL GEUTHER & CO.
Shipagents - Brokers

Bremen
28 Bremen 1, P.O.B. 1924
Phones: 31 01 51
31 49 71
Telex 02 44 219
Cables: GEUTHERSHIP

Our Ref.: A/bra

Date: February 12, 1964

Re: Balancing of Accounts - CBNI, Rio de Janeiro/BIELEFELD, Sao Paulo

Dear Mr. Bielefeld:-

Between our firms there is a correspondence which refers to a balance in favor of your firm in the amount of \$1,895.27. The composition of this amount we need not reformulate inasmuch as you have repeatedly confirmed it in your letters.

Recently the DEUTSCHE BANK, Bremen, has presented us with a payment draft in the sum of \$2,764.83. Apart from the fact that this amount does not fit and after deduction of \$869.56, double-charged by you, for cash to master of the BOSCORE DONI, only amounts to \$1,895.27, we are curiously touched by the fact that you should send us a collection draft. You know from correspondence that the corresponding balance in your favor has been acknowledged, but the payment had to be deferred until such time as a squaring of accounts has taken place between CBNI and your office in Sao Paulo.

Our Messrs. Geuther and Schnitzger have recently stayed in Brasil and extensively dealt with the balancing of accounts CBNI/BIELEFELD, Sao Paulo. Contrary to your explanations of December 30, 1963 a balance appears in the books of CBNI in their favor in the amount of Cr\$4.403.539,30. This balance is substantiated and according to information from CBNI, they are still waiting for a corresponding extract of accounts from your firm in Sao Paulo in order to reach a final agreement.

Above balance in favor of CBNI is properly entered in their books and corresponds to an amount of US\$9,270,61 at the rate of exchange of 1 US\$ = 475 Cr\$, as was quoted at the time of cancellation of agency.

Out of this balance CBNI has ceded to us an amount of US\$1,895,27 so that now we have this state of accounts:

Balance due CBNI according CBNI books	=	Cr\$4.403.539,30
at Cr\$ 475 per US\$	=	US\$ 9,270,61
from above ceded to us	=	US\$ 1,895.27
remaining balance due CBNI	US\$	7,375,34

Hence, Bielefeld's debt toward CBNI amounts to US\$7,375.34 which sum at the rate of exchange of 1 US\$ = Cr\$475 corresponds to Cr\$3.503.286,50 and which is to be paid to CBNI.

A checking of accounts between your office in Sao Paulo and CBNI should now take place and CBNI have promised us that they are prepared to clear the matter up with your Sao Paulo Office.

In view of the above facts of the case we consider your claim in the amount of US\$1,895,27 as liquidated by virtue of the cession.

The further agreement has to take place between your firm in Sao Paulo and CBNI.

Very truly yours

29

29

KARL GEUTHER & CO.
SHIP AGENTS · BROKERS

Copied

Herrn
G. E. Bielefeld
c/o Messrs.
BIELEFELD & COMPANY,
149, California Street,
SAN FRANCISCO / Calif. 94111.

BREMEN

POSTADDRESS: 28 BREMEN 1, F. O. B. 1924
TELEPHONE: 31 01 51 + 31 49 71 · TELEX: 02 44 219
TELEGRAMS: GEUTHERSHIP

BREMER BANK, BREMEN, NR. 3190
DEUTSCHE BANK A. G. BREMEN, NR. 225 780
BANKHAUS NEELMEYER & CO. NR. 6560

YOUR REF.

YOUR LETTER

OUR REF.

DATE

A/bra

12. Februar 1964.

Betr.: Ausgleich der Konten CBNI, Rio de Janeiro / BIELEFELD, Sao Paulo

Sehr geehrter Herr Bielefeld,

Es besteht zwischen unseren Firmen eine Korrespondenz, die sich auf einen Saldo zu Gunsten Ihrer Firma in Höhe von \$ 1.895,27 bezieht. Die Zusammensetzung des Betrages brauchen wir Ihnen nicht nochmals zu formulieren, da dieses in Ihren Briefen bereits mehrfach bestätigt wurde.

Kürzlich hat die DEUTSCHE BANK, Bremen, uns einen Inkasso-Auftrag vorgelegt über die Summe von \$ 2.764,83. Abgesehen von der Tatsache, dass dieser Betrag nicht zutreffend ist und nach Abzug der Ihrerseits doppelt belasteten \$ 869,56 für Kapitänskasse "BOSCOMBE DOWN" lediglich \$ 1.895,27 lauten sollte, berührt uns die Tatsache, dass Sie uns einen Inkasso-Auftrag vorlegen lassen, eigenartig. Aus der Korrespondenz ist Ihnen bekannt, dass der betreffende Saldo, der zu Ihren Gunsten besteht, anerkannt wurde, aber eine Auszahlung zurückgestellt werden musste, bis ein Kontenausgleich zwischen der CBNI und Ihrem Büro in Sao Paulo erfolgt ist.

Unsere Herren Geuther und Schnitger haben sich kürzlich in BRASILIEN aufgehalten und die Angelegenheit des Kontenausgleichs CBNI/BIELEFELD, Sao Paulo, sehr eingehend behandelt. Im Gegensatz zu Ihren Ausführungen vom 30. 12. 1963 erscheint in den Büchern der CBNI ein Saldo zu deren Gunsten in Höhe von CRZ 4.403.539,30. Dieser Saldo ist belegt und nach Angaben der CBNI wartet man nach wie vor auf einen entsprechenden Kontoauszug Ihres Hauses in Sao Paulo, um die endgültige Abstimmung vorzunehmen.

2 | Der obige Saldo zu Gunsten der CBNI wird buchmässig geführt und entspricht einem Betrag von US-\$ 9.270,61 unter Berücksichtigung eines Umrechnungskurses - 1 US-\$ = 475 CRZ, wie er zum Zeitpunkt der Kündigung der Agentur notiert wurde.

- 2 -

BREMERHAVEN

Bremerhaven-Kaiserhafen
Buckingstraße 11
Phone 46627
Telegrams: GEUTHERRCO

HAMBURG

Schaurter 1 / Ecke Sternstr.
Phone 56 28 51 54 Telex 021468
Telegrams: GEUTHERRCO

DÜSSELDORF

Rosenstraße 35
Phone 48 00 55, Telex 08 584 704
Telegrams: GEUTHERRCO

NÜRNBERG

Karl-Liebknecht-Str. 8
Phone 22 77 85, Telex 622 457
Telegrams: GEUTHERRCO

48.

29.

Die CBNI hat uns aus dieser Forderung einen Betrag von US-\$ 1.895,27 29
zediert, so dass sich folgender Kontenstand - CBNI / BIELEFELD, Sao Paulo,
ergibt:

Saldo der CBNI lt. Aufstellung der CBNI	=	CRZ 4.403.539,30
à CRZ 475 pro US-\$	=	US-\$ 9.270,61
aus obiger Forderung an uns zedierte	=	US-\$ 1.895,27
verbleibender Saldo zu Gunsten der CBNI		US-\$ 7.375,34
		=====

Demzufolge beträgt die Schuld von BIELEFELD, Sao Paulo, gegenüber der
CBNI = US-\$ 7.375,34, welcher Betrag zum Ausgleich des Saldos in
Brasilien in CRZ unter Zugrundelegung des damaligen Kurses - 1 US-\$ =
CRZ 475 - entsprechend CRZ 3.503.286,50 - an die CBNI ausgezahlt werden
müsste.

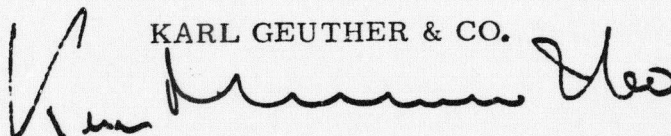
Eine Kontenabstimmung zwischen Ihrem Sao Paulo Büro und der CBNI müsste
jetzt erfolgen und es ist uns seitens der CBNI versprochen worden, dass man
sich bereit hält, die Angelegenheit mit Ihrem Sao Paulo Büro zu klären.

Aufgrund des obigen Sachverhalts betrachten wir Ihre Forderung in Höhe von
US-\$ 1.895,27 durch die erwähnte Zession als verrechnet und sehen den Fall
für uns als erledigt an.

Die weitere Abstimmung hat zwischen Ihrer Firma in Sao Paulo und der CBNI
zu erfolgen.

Hochachtungsvoll

KARL GEUTHER & CO.



49

~~EXHIBIT #5~~
E.G.

KARL GEUTHER & CO.

SHIPBROKERS · LINERAGENTS · MANAGING OWNERS

Messrs.

Bielefeld & Cia. LTDA.
6001 Yorktown Road
L o r a i n / O n i o 44053

USA

28 BREMEN, Martinistrasse 58

POSTADDRESS: 28 BREMEN I, P.O.B. 1924
TELEPHONE: 11001 TELEFAX: 02-44219
TELEGRAMS: GEUTHERSHIP

BREITENBANK, BREMEN, NR. 1012000
DEUTSCHE BANK A.G., BREMEN, NR. 4020004
BANKHAUS NEULINER A.G., NR. 6300
AMEXCO BREMEN

YOUR REF.

YOUR LETTER

OUR REF.

DATE

20-5-69

Br/se

May 6th 1969

HAMBURG

Ost-Weertstraße 69
Tel. 35241-54
Telex 0214 cde
Telegr.: Geuthership

LÜBECK

Vorwerkstr. 17
Tel. 11338
Telex 026894
Telegr.: Autoship

BREMENHAVEN

Autorenge Nordhafen
Tel. 11171
Telex 1258805
Telegr.: Geuthership

LEIDEN

Am Oude 26 II
Postfach 167
Tel. 22035
Telex 027627
Telegr.: Transir

DÜSSELDORF

degenstraße 25
Tel. 12053
Telex 0624701
Telegr.: Geuthership

NÜRNBERG

Vordere Ländgasse 16-20
Tel. 204736
Telex 022455
Telegr.: Geuthership

FRANKFURT

Kurt-Schumacher-Str. 43
Tel. 21517
Telex 0414301
Telegr.: Geuthership

HANNOVER

Alte Grille Heerstraße 58
Tel. 1292723
Telex 0211711
Telegr.: Geuthership

BERLIN

Born-Dahle
Am Hirsprung 3
Tel. 746723
Telex 185773
Telegr.: Seetram

Dear Sirs,

Re.: Cia. Bras. de Navag. Intercontinental S.A., Rio

We confirm receipt of your letter of April 20th, dealing with allegedly still unsettled accounting matters between yourselves and messrs. CBNI, Rio de Janeiro.

Please try to understand that we in our capacity as European Agents only are unable to judge the correctness of your demands towards the Brazilian management, especially under consideration that more than 4 years have passed since the line stopped the service between Europe and Brazil.

We furthermore see definitely no possibility to intervene in this matter because we closed our books regarding this service a long time ago.

Yours faithfully

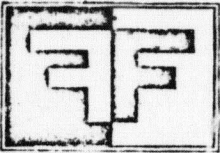
KARL GEUTHER & CO.

[Handwritten signature]

EXH R

~~EXHIBIT #5~~

cc/messrs. Walleniusrederierna
Stockholm



Frota Oceânica Brasileira S.A.

AV. ERASMO BRAGA, 299 (8º ANDAR)
TELS. 42-6 222-42-7450-42-2310
CAIXA POSTAL 1279-ZC-P
TELEGRAMAS-FROTOCEAN
TELEX RCA 147

Rio de Janeiro.

December 20th. 1968.

Mr. G. E. BIELEFELD
6001 Yorktown Road
Lorain, Ohio 44053

Subject: Cia. Brasileiro de Navegação
Intercontinental S.A.

Dear Mr. Bielefeld:

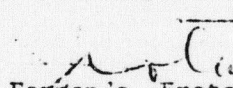
We have addressed all of your correspondence on the above subject to the former owners of Intercontinental, as we advised you. They have now addressed us a private note in which they say:

- a) It happens that Intercontinental owes nothing to Mr. Bielefeld. On the contrary, we think that he owes us something. All we have to do is to consult the books.
- b) The amount which Mr. Bielefeld claims is of the responsibility of the owners of the vessels we chartered. He was, in Santos, the owners' agents.
- c) At a certain time he appealed to Court to retain a certain freight (NCR\$15.000,00) which belonged to us to get paid of an amount, if we are not mistaken, of NCR\$ 5.000.00. This was the cause of serious losses for our company. He lost, we collected the NCR\$.. 15.000,00 and this is a proof that the court gave its decision in favour of Intercontinental.
- d) Mr. Bielefeld must, therefore, collect whatever he thinks he is entitled to from Messrs. Vallenius, or from their agents, the Agencia Argus. We have nothing to do with it.

This is apparently a final attitude which we are passing on to you for the sake of cooperation. We, of course, are entirely out of this problem.

With kindest regards,

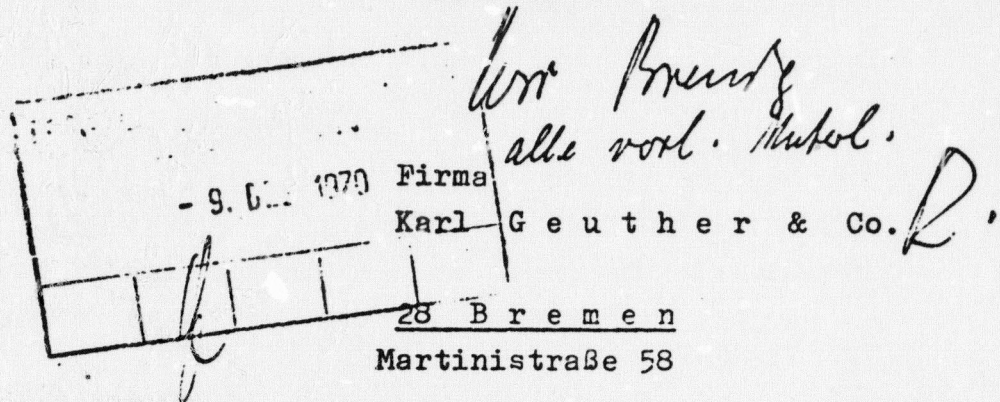
Yours very truly;


Fernando Frota
PRESIDENT

FF/rb.

Dr. Lönning
Dr. Ahlers
V. Schottellus
H. Wölper
Rechtsanwälte und Notare
Dr. Bulling
Rechtsanwalt

I-1
28 BREMEN 1, den 4. Dezember 1970
Hinter dem Schütting
Haus der Handelskammer
Telefon 320255
Ferngespräche: Vorwählnummer 0421
Telegramm-Anschrift: Klient



Betr.: Forderungen der Firma G.E.Bielefeld gegen Sie

Sehr geehrte Herren!

Herr Bielefeld in Morehead City, USA, hat mich beauftragt, seine noch offenstehenden Forderungen gegen Sie geltend zu machen.

Es handelt sich um insgesamt US\$ 19.263,24. Die Forderung ist im einzelnen aufgeschlüsselt worden in dem Ihnen vorliegenden Schreiben des Herrn Bielefeld vom 18. März 1969.

Hiernach geht es um US\$ 6.371,68 für Auslagen, welche meinem Mandanten nicht gutgeschrieben worden sind, US\$ 12.090,35 unbezahlte Kommissionsrechnungen und US\$ 891,21 gemäß Ihrem Kontoauszug vom 23. November 1964.

Der genannte Kontoauszug ist von meinem Mandanten bisher nicht ausdrücklich anerkannt worden. Eine Anerkennung kann nur dann erfolgen, wenn die anderen Forderungen zugleich von Ihnen beglichen werden. In dem Auszug ist Herr Bielefeld nämlich mit US\$ 4.000,-- belastet

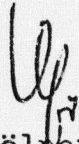
worden, für einen Auslagenvorschuß vom Oktober 1962. Entgegen Ihrer seinerzeit aufgestellten Behauptung ist sehr wohl hierüber abgerechnet worden, und zwar durch Herrn Atkinson über die CBNI mit Ihnen.

In der mir vorliegenden Korrespondenz, die Sie mit Herrn Bielefeld geführt haben, haben Sie keinmal konkret zu den Forderungen Stellung genommen. Sie haben sich im wesentlichen darauf beschränkt, die Ansprüche abzulehnen.

Ich darf Sie vorweg bitten, den von Ihnen nicht bestrittenen Betrag von US\$ 891,21 nebst 5 % Zinsen hierauf seit dem 28. November 1964 auf eines meiner Konten zu überweisen.

Hinsichtlich der übrigen US\$ 18.372,03 sehe ich Ihrer alsbaldigen Stellungnahme entgegen.

Hochachtungsvoll


- Wölper -

Free translation

Dr. Löning
Dr. Ahlers
V. Schottelius
H. Wölper
lawyers and notaries

Bremen 1, December 4, 1970
Hinter dem Schütting
Dr. Alb/Schu.

Messrs. Karl Geuther & Co.
28 Bremen
Martinistrasse 58

re.: Claims of Messrs. G. E. Bielefeld towards your company

Dear Sirs,

Mr. Bielefeld of Morehead City, USA, has authorized me to assert his still pending claims towards your company.

A total amount of US\$ 19.263,24 is concerned. This claim has been mentioned in detail in Mr. Bielefeld's letter to your company of March 18, 1969.

According to this statement there are due US\$ 6.371,68 for outlays for which no credit has been given to my principal, US\$ 12.090,35 for unpaid commission bills and US\$ 891,21 as per your statement of account of November 28, 1964.

This statement of account has not explicitly been confirmed by my principal. It can only be accepted if the other claims are also being settled by your company. In the statement Mr. Bielefeld has been debited with US\$ 4.000, -- for an advance payment for outlays of October 1962. Contrary to your assertion made at that time this amount has been accounted, that is by Mr. Atkinson via CBNI with your company.

The correspondence in my possession shows that you have never expressed your concrete opinion to the claims of Mr. Bielefeld. In principal you have restricted yourself to decline the claims. 2

May I ask you beforehand to remit the amount not declined by yourself of US\$ 891,21 plus 5% interest from November 28, 1964 to one of my accounts.

-2-

In respect of the remaining US\$ 18. 372, 03 I am looking forward to receiving your early comments.

Yours faithfully,
signed: Wölper

Bremen, September 10, 1975
Hg-

Dr. Schackow
G. Lemke
Dr. Hobelmann
Dr. Köhler
Dr. Bohnen
Dr. Harnisch
Rechtsanwälte und Notare

W. Erbs
Rechtsanwalt

Dr. Hobelmann und Dr. Bohnen auch
Fachanwälte für Steuerrecht

Akten-Nr. 7 - 169 - 15

Bei Zuschriften und Zahlungen bitte angeben

28 Bremen, den 21. Juni 1971

Domahof 17 - Postfach 1049
Telefon: Sammelnummer 320052
Telegr. Adr.: Doctores
Telex: 24412 dres d

Firma

Karl Geuther & Sohn

2800 Bremen

Postfach 1924

22. JUNI 1971

Bielefeld & Cia. Ltda..

Sehr geehrte Herren,

ich bestätige dankend den Empfang Ihres Schreibens vom
16. ds. Mts. nebst Anlagen.

Aus dem Schreiben des Herrn Bielefeld an Herrn Geuther
vom 3. ds. Mts. ergibt sich eindeutig, daß dieser nun
endlich eingesehen hat, daß die von ihm verfolgten An-
sprüche, mit Ausnahme des früher bereits anerkannten
Betrages von US \$ 891.21, verjährt sind. Deswegen habe
ich eigentlich keine Zweifel, daß Herr Bielefeld den von
Ihnen mit Schreiben vom 16. Juni gemachten Vorschlag ak-
zeptieren wird. Ich finde es durchaus richtig, daß Sie
Herrn Bielefeld aufgefordert haben, sich wegen der forma-
len Abwicklung des eventuellen Vergleichs über seinen hie-
sigen Anwalt wieder mit uns in Verbindung zu setzen.

Sobald ich in dieser Sache von Herrn Rechtsanwalt Wölper
höre, werde ich Sie hiervon unterrichten.

Mit freundlichen Grüßen

(Dr. Köhler)

Free translation

Dr. Schackow
G. Lemke
Dr. Hobelmann
Dr. Köhler
Dr. Bohnen
Dr. Harnisch
lawyers and notaries

28 Bremen, June 21, 1971
Domshof 17

Messrs. Karl Geuther & Son
2800 Bremen
P.O. Box 1924

File no 7 - 169 - 15

Bielefeld & Cia. Ltda.

Dear Sirs,

I acknowledge receipt of your letter of June 16, 1971 with enclosures for which I thank you.

From the letter of Mr. Bielefeld to Mr. Geuther of June 3, 1971 it clearly appears that Mr. Bielefeld has now at last realized that the claims asserted by him with the exception of the amount already earlier accepted of US\$.891,21 have become superannuated. Therefore, I really have no doubts that Mr. Bielefeld will agree to the proposition made by your letter of June 16, 1971. I deem it quite correct that you have asked Mr. Bielefeld to contact us for the formal settlement of a possible agreement by the mediation of his local lawyer.

As soon as I hear from the lawyer Mr. Wölper in this respect I shall let you know.

With kind regards,
signed: Dr. Köhler

Bremen, September 10, 1975
Hg-

Dr. Löning
Dr. Ahlers
V. Schottelius
H. Wölper
Rechtsanwälte und Notare
Dr. Bulling
H. Gottwald
Rechtsanwälte

28 BREMEN 1 den 23. Juli 1971
Hinter dem Schilling HW/f
Haus der Handelskammer
Telefon 320255
Ferngespräche: Telephonnummer 0421
Telegramm-Adresse: Klient

Herrn Rechtsanwalt
Dr. K ö h l e r

2800 Bremen

Betr.: Firma Bielefeld & Cia. Ltda.

Sehr geehrter Herr Kollege,

wie auch bereits fernmündlich mitgeteilt, kann ich für meine Auftraggeber versichern, daß Herr G. E. Bielefeld berechtigt ist, die Zahlung von US\$ 1.232,80 für die Firma Bielefeld & Cia. Ltda. entgegenzunehmen. Mit dieser Zahlung ist dann der von Ihrer Mandantin anerkannte Kontokorrentsaldo zugunsten der Firma Bielefeld & Cia. Ltda. ausgeglichen. Mit dieser Zahlung wird die Firma Bielefeld & Cia. Ltda. die darüber hinaus geltend gemachten und in meinem Schreiben vom 4.12.1970 an die Firma Karl Geuther & Co. spezifizierten Ansprüche fallen lassen. Sie behält sich jedoch vor, hinsichtlich der Belastung mit US\$ 4.000,-- Beweismittel dafür beizubringen, daß sie diesen Betrag tatsächlich für die Reederei verauslagt hat und sodann nochmals an Ihre Mandantin heranzutreten.

Ich hoffe, daß die Sache auf dieser Basis nunmehr abgeschlossen werden kann, und möchte Sie bitten, mir den Betrag von US\$ 1.232,80 auf eines meiner untenstehenden Konten zu überweisen.

Mit kollegialer Hochachtung

Gottwald

Free translation

Dr. Löning
Dr. Ahlers
V. Schottelius
H. Wölper
lawyers and notaries

Bremen 1, July 23, 1971
Hinter dem Schütting HW/f

To the lawyer
Dr. Köhler
2800 Bremen

re.: Messrs. Bielefeld & Cia. Ltda.

Dear colleague,

as already men-tioned on the phone I am in a position to assure you on behalf of my principals that Mr. G. E. Bielefeld is entitled to collect payment of US\$ 1.232,80 for Messrs. Bielefeld & Cia. Ltda. By this payment the balance of the current account to the favour of Messrs. Bielefeld & Cia. Ltda. - as acknowledged by your client - will then be settled. With this payment Messrs. Bielefeld & Cia. Ltda. will abstain from the further claims asserted in excess as specified in my letter of December 4, 1970 to Messrs. Karl Geuther & Co. However, they keep in reserve to produce the evidence for the amount of US\$ 4.000, -- ~~which~~ since they have in fact laid out ^{this amount} for the Shipping Company and to contact your clients again.

I hope the matter can now be settled on this basis and kindly ask you to remit the amount of US\$ 1.232,80 to one of my below mentioned accounts.

With kind re-gards,
signed: Gottwald

Bremen, September 10, 1975
Hg-

59.

Dr. Schackow
G. Lemke
Dr. Hobelmann
Dr. Köhler
Dr. Bohnen
Dr. Harnisch
Rechtsanwälte und Notare
W. Erbs
Rechtsanwalt

Dr. Hobelmann und Dr. Bohnen auch
Fachanwälte für Steuerrecht

Akten-Nr. 7-169-15

Bei Zuschriften und Zahlungen bitte angeben

I-4
28 Bremen, den 26.7.1971

Domshof 17 · Postfach 1049
Telefon: Sammelnummer 320052
Telegr.-Adr.: Doctores
Telex: 244412 dres d

Herrn
Karl-Hillard Geuther
i.Fa. Karl Geuther & Co.

2800 B r e m e n

Postfach 1924

Betr.: Firma Bielefeld & Cia. Ltda.

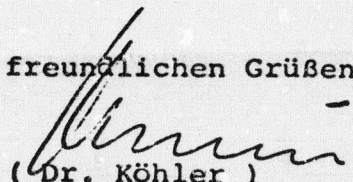
Sehr geehrter Herr Geuther,

ich beziehe mich höflich auf mein Schreiben vom 22. ds.
Mts..

Von Herrn Rechtsanwalt Wölper erhielt ich jetzt das in
der Anlage in Kopie beigefügte Schreiben vom 23. ds. Mts..
Dessen Inhalt entspricht m. E. nicht den zwischen Ihnen
und Herrn Bielefeld getroffenen Vereinbarungen. Gemäß
Ihrem Schreiben an Herrn Bielefeld vom 16. Juni ds. J.
sollten US \$ 1.232,80 gegen die Erklärung gezahlt werden,
daß damit alle wechselseitigen Ansprüche erledigt seien.
Das möchte ich Herrn Rechtsanwalt Wölper auf sein anlie-
gendes Schreiben mitteilen. Die Gegenseite kann zwar er-
widern, daß wir selbst die Begründetheit einer Forderung
in Höhe von US \$ 891,21 plus Zinsen anerkannt hätten und
somit auch zahlen müßten. Alsdann könnten wir aber auf ei-
nem einwandfreien Nachweis bestehen, daß Herr Bielefeld
befugt ist, diese Forderung der Firma Bielefeld & Cia. Ltda.
einzuziehen.

Ich erbitte Ihre Stellungnahme.

Mit freundlichen Grüßen


(Dr. Köhler)

Anlage

Free translation

Dr. Schackow
G. Lemke
Dr. Hobelmann
Dr. Köhler
Dr. Bohnen
Dr. Harnisch
lawyers and notaries

Bremen, July 26, 1971
Domshof 17

Mr. Karl-Hillard Geuther
Karl Geuther & Co.
2800 Bremen
P.O. Box 1924

file no. 7-169-15

re.: Messrs. Bielefeld & Cia. Ltda.

Dear Mr. Geuther,

I wish to refer to my letter of July 22, 1971.

From the lawyer Mr. Wölper I now received a letter of July 23, 1971 copy of which is attached. In my opinion the contents of this letter do not correspond to the agreement reached between you and Mr. Bielefeld. As per your letter to Mr. Bielefeld of June 16, 1971 US\$ 1.232,80 should be paid upon the declaration that with this payment all reciprocal claims should be settled. This is what I intend to write to the lawyer Mr. Wölper in reply of his enclosed letter. Of course, the other party could reply that we ourselves had accepted the rightness of a claim of US\$ 891,21 plus interest and thus we had to pay this amount. In this case, however, we could insist on a satisfactory proof that Mr. Bielefeld is entitled to collect this claim of Messrs. Bielefeld & Cia. Ltda.

Kindly let me know your opinion.

With kind regards,
signed: Dr. Köhler

enclosure.

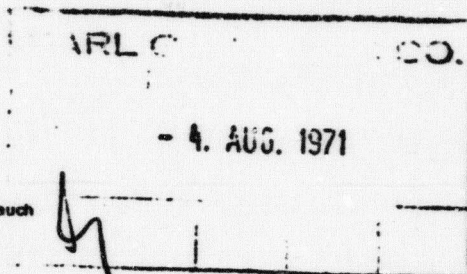
Bremen, September 10, 1975
Hg-

Dr. Schackow
G. Lemke
Dr. Hobelmann
Dr. Köhler
Dr. Bohnen
Dr. Harnisch
Rechtsanwälte und Notare
W. Erbs
Rechtsanwalt

Dr. Hobelmann und Dr. Bohnen auch
Fachanwälte für Steuerrecht

Akten-Nr. 7-169-15

Bei Zuschriften und Zahlungen bitte angeben



I-5
28 Bremen. den 2.8.1971

Domshof 17 · Postfach 1049
Telefon: Sammelnummer 320052
Telegr. Adr.: Doctores
Telex: 244412 dres d

Firma

Karl Geuther & Co.

- Geschäftsleitung -

2800 Bremen 1

Postfach 1924

Betr.: Firma Bielefeld & Cia. Ltda.

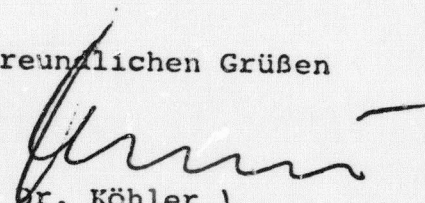
Sehr geehrte Herren,

ich bestätige dankend den Empfang Ihres Schreibens vom
29. Juli ds. J..

Ich habe laut in Anlage beigefügter Kopie an Herrn Rechts-
anwalt Wölper geschrieben. Die leidige Angelegenheit be-
züglich der strittigen US- $\text{\$}$ 4.000,-- muß jetzt mit dem vor-
gesehenen Vergleich ebenfalls endgültig erledigt werden.
Ich hoffe, daß Herr Bielefeld sich hierauf einläßt.

Ich werde Sie unterrichtet halten.

Mit freundlichen Grüßen


(Dr. Köhler)

Anlage

Free translation

Dr. Schackow
G. Lemke
Dr. Hobelmann
Dr. Köhler
Dr. Bohnen
Dr. Harnisch
lawyers and notaries

18 Bremen, August 2, 1971
Domshof 17

To the Management
Karl Geuther & Co.
2800 Bremen 1
P.O. Box 1924

File no. 7-169-15

re.: Messrs. Bielefeld & Cia. Ltda.

Dear Sirs,

I acknowledge with thanks receipt of your letter dated July 29, 1971.

I have written to the lawyer Mr. Wölper as per copy enclosed. The unpleasant affair of the questionable US\$ 4.000, -- must now - on account of the planned agreement - become definitely settled too.

I hope Mr. Bielefeld will agree.

I shall keep you informed.

With kind regards,
signed.: Dr. Köhler

enclosure

Bremen, September 10, 1975
Hg-

Dr. Schackow
G. Lemke
Dr. Hobelmann
Dr. Köhler
Dr. Bohnen
Dr. Harnisch
Rechtsanwälte und Notare
W. Erbs
Rechtsanwalt

Dr. Hobelmann und Dr. Bohnen auch
Fachanwälte für Steuerrecht

Akten-Nr. 7-169-15

Bei Zuschriften und Zahlungen bitte angeben

I-6

2.8.1971

28 Bremen den

Domshof 17 - Postfach 1049
Telefon: Sammelnummer 320052
Telegr. Adr.: Doctores
Telex: 244412 dres d

Herrn Rechtsanwalt
H. Wölper

2800 Bremen

Betr.: Firma Bielefeld & Cia. Ltda.

Sehr geehrter Herr Kollege,

Ich bestätige dankend den Empfang Ihres Schreibens vom 23.
ds. Mts..

Der von Ihnen erwähnte Betrag in Höhe von US-\$ 4.000,--
wurde am 10.10.1962 von meiner Mandantin an die Firma
Bielefeld & Cia. Ltda. überwiesen mit der ausdrücklichen
Order, daß dieser Betrag an das MS "BOHEME", welches sich
seinerzeit auf einer Northbound-Reise befand, in bar aus-
zuzahlen sei. Das Kommando des Schiffes hat mehrfach be-
stätigt, daß der Betrag in Höhe von US-\$ 4.000,-- nicht
an das Schiff ausgezahlt wurde. Die Firma Bielefeld ist
seit 1962 nicht in der Lage gewesen, einen Nachweis für die
Auszahlung des Geldes an das Schiff zu erbringen. Die lei-
digen Meinungsverschiedenheiten auch bezüglich dieses Be-
trages müssen endlich bereinigt werden. Deswegen kann sich
meine Mandantin auf den in Ihrem Schreiben vom 23. ds. Mts.
gemachten Vorbehalt verständlicherweise nicht einlassen.

Ich erbitte Ihre Mitteilung, ob Herr Bielefeld bereit ist,
gegen Zahlung von US-\$ 1.232,80 zu erklären, daß weder er
noch die Firma Bielefeld Cia. Ltda. gegen meine Mandantin
weitere Ansprüche besitzen.

Mit kollegialer Hochachtung

(Dr. Köhler)

EXHIBIT T-6

Free translation

Dr. Schackow
G. Lemke
Dr. Hobelmann
Dr. Köhler
Dr. Bohnen
Dr. Harnisch
lawyers and notaries

Bremen, August 2, 1971
Domshof 17

To the lawyer
Mr. H. Wölper
2800 Bremen

File no. 7-169-15

re.: Messrs. Bielefeld & Cia. Ltda.

Dear colleague,

I acknowledge with thanks receipt of your letter of July 23, 1971.

The amount of US\$ 4.000, -- mentioned by your goodself was remitted on October 10, 1962 by my client to Messrs. Bielefeld & Cia. Ltda. with the special injunction that this amount had to be paid in cash to the mv. BOHEME being on a northbound trip at that time. Vessel's command has repeatedly confirmed that the amount of US\$ 4.000, -- was not paid to the ship. Since 1962 Messrs. Bielefeld have not been in a position to prove payment of the money to the vessel. The unpleasant differences of opinion also on this amount should at last be clarified. Therefore my client cannot agree with the reservation mentioned in your letter of July 23, 1971, as you surely will understand.

Kindly let me know whether Mr. Bielefeld is willing to declare against payment of US\$ 1.232,80 that neither he himself nor Messrs. Bielefeld & Cia. Ltda. have any further claims towards my client.

With kind regards,
signed Dr. Köhler

Bremen, September 10, 1975
Hg-

Dr. Schackow
G. Lemke
Dr. Hobelmann
Dr. Köhler
Dr. Bohnen
Dr. Harnisch
Rechtsanwälte und Notare
W. Erbs
Rechtsanwalt

Dr. Hobelmann und Dr. Bohnen auch
Fachanwälte für Steuerrecht

Akten-Nr. 7-169-15

Bei Zuschriften und Zahlungen bitte angeben

I-7.
28 Bremen, den 7.9.1971

Domahof 17 · Postfach 1048
Telefon: Sammelnummer 320052
Telegr. Adr.: Doctores
Telex: 244412 dres d

8. SEP. 1971
Firma
Karl Geuther & Co.

2300 B r e m e n

Martinistraße 58

Betr.: Firma Bielefeld & Cia. Ltda.
=====

Sehr geehrte Herren!

Ich bestätige dankend den Empfang Ihres Schreibens vom
6. d.M. nebst Fotokopie eines Schreibens von Herrn
G. E. Bielefeld an Sie vom 27. August d.J.

Gleichzeitig erhielt ich von Herrn Rechtsanwalt Wölper
das in der Anlage in Kopie beigelegte Schreiben vom
3. d.M. Darin gibt Herr Rechtsanwalt Wölper für die
Firma Bielefeld & Cia. Ltda. die gewünschte Erklärung
ab, daß nach Zahlung von US \$ 1.232,80 weder Herr
Bielefeld noch die Firma Bielefeld & Cia. Ltda. weitere
Ansprüche gegen Sie geltend machen wird.

Ich bin der Auffassung, daß man nun den vorgenannten
Betrag an Herrn Rechtsanwalt Wölper zahlen sollte. Da-
mit wäre die gesamte Angelegenheit erledigt. Das Schreiben
von Herrn G.E. Bielefeld an Sie vom 27. August d.J. könnte
anschließend dahingehend beantwortet werden, daß eine Nach-
prüfung seiner Behauptungen bezüglich der Bezahlung der
streitigen US \$ 4.000,00 an das Schiff wegen des zwischen-

zeitlichen Zeitablaufes nicht mehr möglich sei
und daß daher eine Bezahlung dieses Betrages an
ihn nicht in Betracht gezogen werden könne.

Wenn Sie trotz der anliegenden Kopie des Schreibens
von Herrn Rechtsanwalt Wölper eine Besprechung wün-
schen sollten, stehe ich Ihnen hierfür zur Verfügung.
Gegebenenfalls erbitte ich Ihren Anruf.

Anlage

Mit freundlichen Grüßen


(Dr. Köhler)

Free translation

Dr. Schackow
G. Lemke
Dr. Hobelmann
Dr. Köhler
Dr. Bohnen
Dr. Harnisch
lawyers and notaries

Bremen, September 7, 1971

Messrs. Karl Geuther & Co.
28 Bremen
Martinistrasse 58

File no. 7-169-15

re. Messrs. Bielefeld & Cia. Ltda

Dear Sirs,

I acknowledge with thanks receipt of your letter dated September 6, 1971 with attached photostatic copy of a letter from Mr. G.E. Bielefeld to your company of August 27, 1971.

At the same time I received a letter from the lawyer Mr. Wölper of September 3, 1971 copy of which I enclose. In this letter the lawyer Mr. Wölper on behalf of Messrs. Bielefeld & Cia. Ltda. gives the required declaration that upon payment of US\$ 1.232,80 neither Mr. Bielefeld nor Messrs. Bielefeld & Cia. Ltda. will assert any further claims towards your company.

It is my opinion that the above mentioned sum should now be paid to the lawyer Mr. Wölper. By this payment the total affair would be settled. The letter of Mr. G.E. Bielefeld to your company of August 27, 1971 could thereafter be answered in such a way that in consideration of the time elapsed an examination of his statement in respect of payment of the questionable US\$ 4.000, -- to the vessel will no longer be possible and that payment of this amount to him would not be out of the question.

Should you, in spite of the attached copy of Mr. Wölper's letter desire to have a verbal discussion, I am gladly at your disposal. In such case please contact me over the phone.

With kind regards
signed Dr. Köhler

enclosure.

T-9

16.9.1971

Durch Boten

Herrn Rechtsanwalt
H. Wölper

7-169-15

2800 B r e m e n

Betr.: Karl Geuther & Co. ./.
Bielefeld Cia. Ltda.

Sehr geehrter Herr Kollege,

ich bestätige dankend den Empfang Ihres Schreibens
vom 3. d.M.

In der Anlage übersende ich Ihnen einen für mich aus-
gestellten indossierten Verrechnungsscheck über US \$ 1.232,80
zwecks Bezahlung der vereinbarten Vergleichssumme. Damit
sind alle geltend gemachten Ansprüche des Herrn Bielefeld
und/oder der Firma Bielefeld Cia. Ltda. gegen die Firma
Karl Geuther & Co. erledigt.

Ich bitte Sie, mir den Empfang des Schecks auf der bei-
liegenden Kopie dieses Schreibens zu bestätigen.

Anlage

Mit kollegialer Hochachtung


(Dr. Köhler)

Habe den Verrechnungsscheck über US \$ 1.232,80 erhalten.
d.O.

EXHIBIT T-8

Free translation

September 16, 1971

To the lawyer
Mr. H. Wölper
2800 Bremen

7-169-15

re.: Karl Geuther & Co. versus Bielefeld Cia. Ltda.

Dear colleague,

I acknowledge with thanks receipt of your letter of September 3, 1971.

Enclosed I submit you a crossed cheque drawn on me and duly indorsed,
in the amount of US\$ 1.232,80 for payment of the sum agreed upon.

B-y this payment all claims asserted by Mr. Bielefeld and/or
Messrs. Bielefeld Cia. Ltda. towards Messrs. Karl Geuther & Co.
are settled.

I kindly ask you to acknowledge receipt of the cheque on the attached
copy of this letter.

With kind regards,
signed Dr. Köhler

enclosure

Have received the crosse cheque of US\$ 1.232,80.

Bremen, September 10, 1975
Hg-

Dr. Löning
Dr. Ahlers
V. Schottelius
H. Wölper
Rechtsanwälte und Notare
Dr. Bulling
H. Gottwald
Rechtsanwälte

Am 32. September 1971
Hinter dem Schilling
Haus der Handelskammer
Telefon 320255
Ferngespräche: Vorwählnummer 0421
Telegraph-Anschrift: Klient

HG/Bo.

I-9

Rechtsanwalt
Dr. K ü h l e r

2800 B r e m e n

Betr.: Firma G.E. Bielefeld & Cia Ltda.

Sehr geehrter Herr Kollege,

in dieser Angelegenheit habe ich noch dankend den Eingang
Ihres Schreibens vom 2.8. 1971 zu bestätigen.
Ich bin ermächtigt Ihnen mitzuteilen, daß nach Zahlung
von US \$ 1232,80 weder Herr Bielefeld noch die Firma Bielefeld
& Cia Ltda. wegen der inzwischen eingetretenen Verjährung
weitere Ansprüche gegen die Firma Karl Geuther & Co. geltend
machen wird. Ich hoffe, daß diese Angelegenheit nunmehr auf
dieser Basis abgeschlossen werden kann.

Mit kollegialer Hochachtung

Gottwald

Gottwald

Tg

Free translation

Dr. Löning
Dr. Ahlers
V. Schottelius
H. Wölper
lawyers and notaries

Bremen, September 3, 1971
Hinter dem Schütting HG/Be.

To the lawyer
Dr. Köhler
2800 Bremen

re.: Messrs. G.E. Bielefeld & Cia Ltda.

Dear colleague,

In this matter I still have to acknowledge receipt of your letter of August 2, 1971, for which I thank you.

I am entitled to inform you that upon payment of US\$ 1.232,80 neither Mr. Bielefeld nor Messrs. Bielefeld & Cia. Ltda. will assert any further claims towards Messrs. Karl Geuther & Co. in consideration of the limitation meanwhile occurred. I hope that the matter can now be settled on this basis.

With kind regards,
signed Gottwald

Bremen, September 10, 1975
Hg-

J

G. E. BIELEFELD
P.O. Box 690
Morehead City, N.C. 28557

July 2, 1971.

Mr. Karl-Hillard Geuther
c/o Karl Geuther & Co.
P.O. Box 1924
28 Bremen 1, West Germany

fr

Dear Mr. Geuther:-

Again, I appreciate what you say in your letter of June 29 and full well realize that you, too, wish to get this out of our way once and for all.

W 11 I am prepared to give you a receipt for the US\$1,232.80 in liquidation of all claims with the exception of the \$4,000.

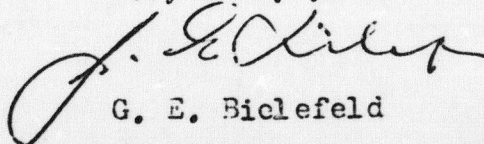
In the messages sent by Bielefeld to Bremen at the time of the "BOHEME" travelling along the Brazilian Coast we had not specifically requested \$4,000 for this vessel, but just wanted more Owner funds at our disposal. Also we had wanted your authority to advance additional Cr\$400,000 to the Master. Actually, we had then already advanced cash to the Master at Salvador (Cr\$485,000) at Rio (Cr\$300,000) and at Santos (Cr\$900,000). While at the latter Port the Master requested further Cr\$400,000 to be advanced to him upon arrival at Rio Grande for which we then had asked your Office for aforementioned authority. However, when the Master was met at Rio Grande by our Port Captain he needed only Cr\$300,000.

Only some minor amount of the \$4,000 in question was applied against the "BOHEME". According to routine established with your Company other funds received from Bremen were primarily used for the disbursements of the "BOHEME". The balance of the \$4,000 was carried forward for application against other vessels as per Disbursement Accounts rendered by our branch at Porto Alegre (Mr. Charles Atkinson).

From the foregoing you will understand that the liquidation is part of our previous routine relationship.

Again, I shall be glad to hear from you.

Very truly yours


G. E. Bielefeld

G. E. BIELEFELD
P.O. Box 690
Morehead City, N.C. 28557

Phones: (919) 726-4417
726-2192

June 24, 1971.

Mr. Karl-Hillard Geuther
c/o Karl Geuther & Co.
P. O. Box 1924
28 Bremen 1, West Germany

P r i v a t e

Dear Mr. Geuther:-

Thank you for your letter of June 16 and your offer to settle the balance shown in your books on the basis of \$891.21 plus 5% interest amounting to a total of \$1,232.80.

There is, however, the matter of \$4,000.00 which had been debited to my firm on November 28, 1964. This amount is covered by Disbursement Accounts rendered by my former branches at Porto Alegre and Rio Grande (then under the management of Mr. Charles Atkinson). These Accounts covered all calls of the Line at Porto Alegre and Rio Grande since its inception until December 1, 1962 when we lost the General Agency.

Whereas I understand this claim is prescribed and assume I have no more legal rights, I am sure you have no intention of approaching this matter from that angle.

Apart from the Disbursement Accounts covered by aforementioned \$4000 there are other Disbursement Accounts that had been rendered by my former branches at those two ports. There are also freight commissions which had been computed in Sao Paulo in compliance with instructions from your Office in Bremen. Now, in this regard, I am sure we may come to some compromise and I would gladly receive any acceptable proposal from you.

If you so desire, a lumpsum settlement may have reference to no specific items debated in the past. Instead, all differences that ever existed shall be eliminated. Perhaps you would already prepare the wording for the mutual release and let me have it for my perusal.

I shall be glad to hear from you again.

Very truly yours

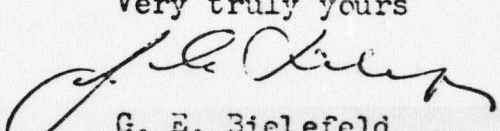

G. E. Bielefeld

EXHIBIT V

April 23, 1973.

Mr. D. Ekmelyche
Wall, Grinvaldson
P. O. Box 17005
701 62 Stockholm 17
Sweden

BEST COPY AVAILABLE

Dear Mr. Ekmelyche:-

Having just returned from my European trip and going to stay at Newhead City at least for the next three months, I wish, first of all, to thank you and Mr. Holtzberg for receiving Mrs. Lauritzen and myself and spending with us the time to once more go over the old accounts of Bielefeld & Co. Ltda. of Sao Paulo, and discuss with us our contention that my firm has not been paid for cash advances and commissions.

Particularly I wish to thank you for your willingness to thoroughly check into this although, legally speaking by statute of limitations I have no way of enforcing payment at this late stage. However, as you know, I have made every effort to obtain clarification of this matter all the way through and hence there has been no negligence on my part in the pursuit of a settlement of accounts.

I shall be very grateful for your information as to whether the Disbursement Accounts I have been referring to exist in your books and if so, to when they have been paid. Obviously, my sole interest is getting reimbursed for the advances as well as getting paid the freight commissions.

If there is any documentation in my possession that you would like to have in order to facilitate your research, please, let me know.

I shall be glad to hear from you and with kindest regards remain,

very truly yours

G. E. Bielefeld

GE/ur
cc/Mrs. Nina Lauritzen, Stockholm

Dear Mrs. Lauritzen,

A call to Mr. Ekmelyche might be helpful to speed up his investigation and to come to terms. - Thank you for your successful intervention in having this first meeting accomplished. - Best regards.

Sincerely yours

EXHIBIT W

75.

30

30

KARL GEUTHER & CO.
S H I P A G E N T S . B R O K E R S

Messrs.
BIELEFELD & COMPANY,

149, California Street,

SAN FRANCISCO / Calif. 94111.

BREMEN, Langenstraße 38-40

POSTADDRESS: 28 BREMEN 1, P. O. B. 1924
TELEPHONE: 31 01 51 + 31 49 71 + TELEX: 02 44 219
TELEGRAMS: GEUTHERSHIP

BREMER BANK, BREMEN, NR. 5193
DEUTSCHE BANK A. G. BREMEN, NR. 402 000 4
BANKHAUS NEELMEYER & CO., NR. 6560

L

YOUR REF.

YOUR LETTER

OUR REF.

DATE

A/bra

28th February 1964.

Dear Sirs,

ACCOUNTING

When going through your account we found that there is still a balance in our favour which so far has not been settled.

We are attaching a statement of account which has been issued first days of February and specially refer to our payment to your account at BREMER BANK on 10th October 1962 in the amount of \$ 4.000,-- to cover cash advance as per your cable request of 8th October 1962.

Since the balance out of the CALBAN LOBO invoice and the double charged Captain's cash - mv "BOSCOMBE DOWN" SB 3 was assigned to us by Messrs. CBMI, Rio de Janeiro, out of their credit against you the respective sums (\$ 2.764,83 and \$ 869,56) may be deleted so that the actual balance in our favour as per attached statement reads \$ 4.000,--.

Since no accounting for this amount was received so far we request immediate settlement either by payment to our account or by providing certified invoices covering this balance.

Yours faithfully,

KARL GEUTHER & CO.
ppa. 

cc.:
BIELEFELD, Sao Paulo

/

EXHIBIT X

BREMERHAVEN

Bremerhaven-Kaisenhafen
Bucklingstraße/Unionhaus
Phone 4 66 27
Telegrams: GEUTHERSHIP

HAMBURG

Schaanor 1 / Ecke Steinbohl
Phone 36 28 51-54, T. lex 0214525
Telegrams: GEUTHERSHIP

EMDEN

Am Delft 24 II, Postfach 107
Phone 2615/16 and 2071
T. lex 0 27 827
Telegrams: TRANSIT

DÜSSELDORF

Rosenstraße 36
Phone 480055, Telex 08 584 704
Telegrams: GEUTHERCO

NÜRNBERG

Karolinenstraße 8
Phone 22 77 85, Telex 6 27 400
Telegrams: GEUTHERCO

76.

Karl Geuther

STATEMENT OF
with Messrs. B

Debet

	<u>£</u>
Our payment to your account BREMER BANK - 5.3.1963	4.283,83
Our payment to BREMER BANK - 10.10.1962 (cash advance "BOHEME" NB 2)	4.000,--
Double charged (Captain's cash "BOSCOMBE DOWN" SB 3) - your letter 12.8.1963 -	069 ,56
<hr/>	9.183,39
=====	=====
Balance in our favour	2.104,73

& Co., Bremen

ACCOUNT
ELEFELD, Sao Paulo

Credit

Balance in your favour
as per statement 21.2.1963

8
4.283,83

Invoice GALBAN LOBO
(overtime "KLIPPAN")

2.764,8.

Balance in our favour

2.104,73

9.153,39
=====

BREMEN, 10th February 1964
A/bra

30

30

FREE TRANSLATION

KARL GEUTHNER & CO.
Ship Agents - Brokers

Bremen, October 26, 1962

Bielefeld & Cia. Ltda.
Av. Senador Queiroz, 96 - r.903/6
Sao Paulo, Brazil

Re: Accounting

Dear Sirs:-

We are referring to the Owner's Accounts you have turned in and which we have in the meantime passed on.

The Account/BOHEME ISB Rio Grande we had to reduce by \$2.07 as you had erred. The amount mentioned by you was \$1,081.90. If you deduct \$2.07 therefrom you will obtain \$1,079.85.

We would like to ask you to point out to the shipyards that it is common practice to grant a rebate on repairs, which rebate will then be credited to the owner.

We concur with your Extract of Accounts and entered the same amounts in our books. We would recommend that you would send us monthly Extracts showing your charges as well as our remittances so that your accounts may be squared out against ours.

Regarding the Disbursement Accounts we would like to point out that it is very important for us to receive all invoices listed therein, even if photocopied. Furthermore, please, include for each port a freight composition (collect + prepaid), in order for us to promptly ascertain the basis for your freight commissions. It would then look like this:

Manifested Freight less surcharge less eventual rebates
x freight commission percentage = \$ x rate of exchange = Cr\$

In view of the great number of ports we must endeavor to have the accounts as clear as possible in order to reduce the amount of time necessary for the checking of each account.

As we are constantly being pressed for the accounts of each ship, we would be very grateful if you would send them to us in the aforementioned manner.

We are,

Very truly yours

EXHIBIT Y

signed Karl Geuthner & Co.

78.

● **KARL GEUTHER CO.** ●
S H I P A G E N T S • B R O K E R S
BREMEN • BREMERHAVEN • HAMBURG • DÜSSELDORF

12
12

Firma

Bielefeld & Cia. Ltda.

Avenida Senador Queiroz, 96 R.9c3/6

S a o P a u l o /Brazil

B R E M E N

SCHIFFSTRASSE 35/40 • P.O. BOX 114

TELEFON 31 21 51 • TELEFAX 31 21 19

CABLE "GEUTHER" 113

YOUR REF.

YOUR REF.

YOUR REF.

DATE

Hr.

26. Oktober 1962

Betr.: Abrechnungen

Sehr geehrte Herren!

Wir nehmen Bezug auf die eingereichten Owner's Accounts, die wir inzwischen weitergereicht haben.

Die Abrechnung "Boheme" 1 SB Rio Grande mussten wir um den Betrag von \$ 2,07 ändern, da Sie sich in der Umrechnung versehen hatten. Der von Ihnen ausgewiesene Betrag lautete \$ 1.081,90. Wenn Sie \$ 2,07 von diesem Betrag abziehen, ergibt sich \$ 1.079,83.

Wir möchten Sie bitten, bei Ihren Werften darauf hinzuweisen, dass man allgemein auf Reparaturen einen Rabatt gewährt, der dann dem Reeder zugute kommt.

Ihren Kontoauszug haben wir abgestimmt und den gleichlautenden Betrag gebucht. Wir halten es für angebracht, wenn Sie uns jeden Monat einen Kontoauszug einerseits über Ihre Belastungen und andererseits über unsere Überweisungen übersenden, damit jeweils Ihr Konto mit unserem abgestimmt werden kann.

Bezüglich der Disbursements Accounts möchten wir nochmals darauf hinweisen, dass es für uns dringend erforderlich ist, sämtliche in diesen Abrechnungen aufgeführte Rechnungen zumindest fotokopiert zu erhalten. Ausserdem fügen Sie doch bitte jeweils für jeden Hafen eine Frachtzusammenstellung (collect + prepaid), damit für uns sofort ersichtlich wird, welche Basis Sie bei der Kommissionsberechnung zugrundegelegt haben. Es würde dann folgendermassen aussehen:

\$ Manifestfracht ./.. surcharge ./.. eventuelle
Rückgaben x 0,5 = \$ x Kurs = Cr\$

Bei der Vielzahl der Häfen müssen wir bestrebt sein, jede Abrechnung so klar als möglich aufzumachen, damit der Zeitaufwand zur Prüfung der einzelnen Posten auf ein Minimum reduziert wird.

79.

-2-

BREMEN

Telefon 31 21 51 • P.O. BOX 114
Telefax 31 21 19
Cable "GEUTHER" 113
Sonderdruck: "Karl Geuthner & Co."
Hamburg, 1962

BREMERHAVEN

Telefon 31 21 51 • P.O. BOX 114
Telefax 31 21 19
Cable "GEUTHER" 113
Sonderdruck: "Karl Geuthner & Co."
Hamburg, 1962

HAMBURG

Telefon 31 21 51 • P.O. BOX 114
Telefax 31 21 19
Cable "GEUTHER" 113
Sonderdruck: "Karl Geuthner & Co."
Hamburg, 1962

DÜSSELDORF

Telefon 31 21 51 • P.O. BOX 114
Telefax 31 21 19
Cable "GEUTHER" 113
Sonderdruck: "Karl Geuthner & Co."
Hamburg, 1962

Bielefeld, Sao Paulo

12

Da wir laufend wegen der Abrechnungen für die einzelnen Schiffe angemahnt werden, würden wir Ihnen sehr dankbar sein, wenn Sie uns diese in der vorgenannten Weise senden könnten.

Wir verbleiben

hochachtungsvoll

Carl Gutker & Co

80.



WALLENIUSREDERIerna

Wallenius Lines

66

Mr. G.E. Bielefeld
P.O. Box 690

MOREHEAD CITY, N.C. 28557 USA

Your ref.
Our ref. Holtzberg/GJ
Stockholm 1973-05-10

Dear Mr. Bielefeld,

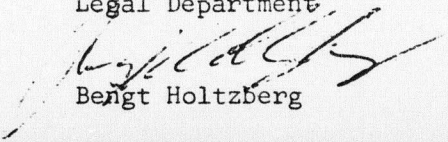
Reference is made to the meeting held in our office and your letter of April 23, 1973.

We have thoroughly checked our files in order to see how cash advances and commissions have been paid in relation to the claim made by you.

Our book shows that all payments, even those marked with ("owners") in your statement, have been made to Messrs. Karl Geuther & Co. in Bremen. No doubt he has paid these amounts in his turn to a party which both to him and to us was fully legitimate to receive such payments.

We regret that we cannot give you more assistance in this matter.

Yours faithfully,
WALLENIUSREDERIerna
Legal Department


Bengt Holtzberg

cc Mrs. Elin Lauritzen, Stockholm

EXHIBIT Z 8/1

Swedenborgsgatan 2
P.O. Box 17086
104 62 Stockholm 17
Sweden

Telephone 08-68 02 85
Telegrams
Walleniusrederi
Telex 19010

Bankgiro
571-3573
Postgiro
15 03 56-4

BEST COPY AVAILABLE

49
49
G. E. Bielefeld
6001 Yorktown Road
Lorain, Ohio 44053

Messrs.
Karl Wauther & Co.
Postfach 1924
28 Bremen, Germany

Lorain, August 31, 1969.

Y/ref.: BR/Re

Dear Sirs:-

Settlement of Accounts - CBAL, Rio de Janeiro

This has reference to your letter of August 25 and my recent letters to you, primarily of March 18, 1969 and the amount of \$19,263.24 still due my firm.

Above matter has to do solely with the accounts kept by your firm and ultimately with Messrs. Walleniusredericerna. If there are differences between you and my firm on this basic concept, I see no alternative but to submit this case to a court. To take a lawyer will be an expensive and long drawn out affair. For our mutual benefit I would rather suggest the International Arbitration in Paris. Will you agree?

In case there is, however, still room for an amicable settlement, I would pose these questions:

- 1.) Is there any documentation or references that you wish me to furnish you on any items I have mentioned in my letter of March 18 as owed to my firm and which you cannot trace in your books?

- 2.) In correspondence years ago you had many times declared that you could not pay us until such time as you would have the authority from your associates, Messrs. CBHI Rio. To what extent have they been your "associates"?
- 3.) When you signed the Docking Note (this has reference to Cia. Brasileiro de Aluminio) as "Carriers", how do you explain your later affidavit in the Brazilian Court that you had only acted as "Agents"?
- 4.) In connection with aforementioned Docking Note you had made the first commission payment to us. For subsequent commissions you issued credit notes, but never paid us. Why did you later declare this was not your responsibility?
- 5.) Late in 1963 you suddenly discovered you had made a payment to us in the amount of \$4,000 (in October 1962) and had not received any vouchers from us to cover this payment. Had you not received the Disbursement Accounts from Charles Atkinson, Porto Alegre and Rio Grande, to cover these \$4,000 and more? Why were these Disbursement Accounts not credited to my firm?
- 6.) Our commission accounts had been sent to CBHI Rio for their approval and forwarding to you. Why have they not been credited to us? (The correctness of our mode of calculation had been confirmed by your office to us.)
- 7.) When we had temporarily arrested Cr\$15,000.000 of freight monies, in the hope that this would cover your debts to us, you officially declared that these freight monies were not yours but CBHI's. The upon the Judge ordered the release of these funds to CBHI. Now, in your affidavit, sworn to this

EXHIBIT Z-1

over ..

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Messrs. Karl Vauther & Co., Bremen - Lormin, August 31, 1969.

You may rest assured that if you can come up with sincere and plausible answers to these questions, I will be more than ready to accept them and shall leave myself wide open for an amicable settlement. I have other questions of similar import for Messrs. Walleniusroderikma, but feel there is still a possibility for you and myself to settle this matter on our level.

Very truly yours

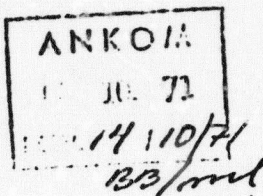
cc/ Mr. Billy Bunnelyche
c/o Messrs. Walleniusrederierna, Stockholm.

There must be an end to this after more than 6 years. If I were not in my plain rights, I would certainly not pursue this matter. I shall count on your Company's support to come to terms with Messrs. Karl Geuther & Co. or, alternatively, take the case to the International Arbitration. Of course, both parties must submit to Arbitrations Otherwise, there remains only the legal court. Anything you can do to bring this to a final solution, will be greatly appreciated.

G. E. Bielefeld

83.

G. E. BIELEFELD
P.O. Box 690
Morehead City, N.C. 28557



October 4, 1971.

Messrs.
Walleniusrederierna
P. O. Box 17086
Stockholm, Sweden

Attention: Mr. B. Bönnelyche

Dear Sirs:- Settlement of Accounts
Cia. Bras. de Naveg. Intercontinental S.A., Rio
Karl Geuther & Co., Bremen

For many years I have been corresponding with your Agents, Messrs. Karl Geuther & Co., Bremen, and at times I had kept you abreast of the still outstanding amounts due my firm in Sao Paulo (Brazil), Bielefeld & Cia. Ltda. In following your recommendation to pursue the matter with your Agents I may now report they have paid the amount of \$1,232,80 which covers US\$891.21 (plus interest) owed since 1964.

However, there is still \$18,372.03 owed my firm in connection with ships' disbursements accounts and freight commissions. This sum also includes \$4,000 which Messrs. Karl Geuther & Co. have debited us on the allegation that we had not furnished them with the corresponding disbursement accounts. Only very recently I had received a letter from Mr. Geuther and also a copy of a letter from his lawyer stating that these \$4,000 referred to a particular ship, i.e. the "BOHEME" and that the Master had not received this money in advances. Contrary to this allegation our records show that we had rendered accounts for the "BOHEME" (including Master's receipts for the aggregate of \$4,000). These accounts had been received by Messrs. Karl Geuther & Co. in Bremen still in 1962 when they were confirmed in their monthly Extracts of Accounts. Upon explaining this to Messrs. Karl Geuther & Co. and putting at their disposal the documentation in my possession they answered as per enclosed letters.

My lawyer in Bremen has informed me that legally I cannot any more enforce the payment by Messrs. Karl Geuther & Co. for reasons of legal prescription. And in fact, your Agents have taken this stand that the matter is now prescribed and can no longer be verified in their books.

I am, therefore, looking forward to you as Principals to liquidate this matter.

Very truly yours
for BIELEFELD & CIA. LTDA.

G. E. Bielefeld

EXHIBIT

2-84.

FREE TRANSLATION

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Dr. Loening
Dr. Ahlers
V. Schottelius
H. Woelper
Dr. Bulling

Bremen, May 26, 1971

Mr. G. E. Bielefeld
P. O. Box 690
Morehead City, N.C. 28557
U.S.A.

RE: Messrs. Karl Geuther & Co.

Dear Mr. Bielefeld:-

We are handing you herewith copy of a letter from the opponents, dated May 19, 1971.

I have thereupon personally called Dr. Koehler, because I am of the opinion that demanded proof of your authority is really no longer necessary in view of the prior correspondence between you and Karl Geuther.; obviously this is merely a manoeuvre of opponents to procrastinate.

Dr. Koehler told me thereupon that the US\$891.21 could be paid if your authority could explicitly be assured. This assurance I am willing to give on your behalf. In addition to this, however - as already before - they demand that Bielefeld & Cia. Ltda. declare that all claims of your firm and yourself be liquidated by this payment, and that Messrs. Karl Geuther thereafter may fear no further claims.

In your letter of February 26, 1971 you had indicated that you might consider the payment of \$4,891.21. As I have already explained to you in the correspondence, by going to court we could at best expect \$891.21. As for all the other amounts the prospects are entirely bad. Messrs. Karl Geuther are in no way prepared to pay any amount above the aforementioned sum.

I believe we have to reconcile ourselves to this and should give the demanded declaration in order to at least obtain the US\$891.21.

Sincerely yours

signed Woelper

EXHIBIT Z-3

85.

Dr. Löning
Dr. Ahlers
V. Schottelius
H. Wölper
Rechtsanwälte und Notare
Dr. Bulling
Rechtsanwalt

28 BREMEN 1, den 26. Mai 1971
Minter dem Schütting
Haus der Handelskammer
Telefon 320255
Ferngespräche: Vorwählnummer 0421
Telegramm-Anschrift: Klient

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Dr. Alb/Schu.
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Herrn
G.E. B i e l e f e l d

P.O.Box 690

Morehead City, N.C. 28557
U.S.A.

Betr.: Firma Karl Geuther & Co.

Sehr geehrter Herr Bielefeld!

Anliegend überreiche ich in Kopie Schreiben der Gegen-
seite vom 19. Mai 1971.

Ich habe daraufhin Herrn Dr. Köhler persönlich ange-
sprochen, weil ich der Ansicht bin, daß der geforderte
Berechtigungsnachweis nach der früher zwischen Ihnen
und Karl Geuther geführten Korrespondenz wirklich nicht
mehr erforderlich ist; es handelt sich hierbei offenbar
um ein reines Verzögerungsmanöver.

Herr Dr. Köhler hat mir daraufhin gesagt, die US\$ 891,21
könnten gezahlt werden, wenn Ihre Berechtigung ausdrück-
lich versichert wird. Diese Versicherung will ich wohl
für Sie abgeben. Es wird darüberhinaus aber - wie schon
früher - verlangt, daß durch eine Erklärung der Firma
Bielefeld & Cie. Ltda. ausdrücklich erklärt wird, daß
sämtliche Ansprüche der Firma und von Ihnen selbst durch
diese Zahlung abgegolten sind, daß die Firma Karl Geuther
& Co. also keine weiteren Ansprüche zu befürchten hat.

In Ihrem Schreiben vom 26. Februar 1971 hatten Sie angedeutet, daß Sie sich durch Zahlung von US\$ 4.891,21 für abgefunden & klären würden. Wie ich Ihnen bereits in der Korrespondenz dargelegt habe, könnten wir im Prozeßwege allenfalls die US\$ 891,21 erstreiten; hinsichtlich aller weiteren Beträge sind die Aussichten überaus schlecht. Die Firma Karl Ceuther & Co. ist absolut nicht bereit, eine über den genannten Betrag hinausgehende Summe zu bezahlen.

Ich meine, daß wir uns darauf einstellen und die geforderten Erklärungen abgeben sollten, um wenigstens US\$ 891,21 zu erhalten.

Mit freundlichem Gruß

H. Albrutt
für DA Wölper -

Anlage

3233-6

AFFIDAVIT OF MAILING

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

_____ BENJAMIN NOSTRAMO _____, being duly sworn, deposes and says; that he is over 21 years of age; that on 10 - 18 - 76, he served a true copy of _____

by depositing the same, duly enclosed in a postpaid and sealed wrapper, in an official letter box duly maintained and operated by the Government of the United States of America, at One State Street Plaza, Borough of Manhattan, City of New York, and addressed to said Gunter Belge at 111 Broadway NYC, that being the address within the State designated by him on previous papers in this action, as the place where he then kept an office for the regular transaction of business, between which place there then was and now is a regular communication by mail.

Benjamin Nostramo
BENJAMIN NOSTRAMO

Sworn to before me this

18th day of October, 1976

Anne M. Doris

Notary Public

ANNE M. DORIS
Notary Public, State of New York
No. 31-0992575
Qualified in New York County
~~Term~~ Expires March 30, 1977